

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:	:	Chapter 7
	:	
WORLEY & OBETZ, INC., <i>et al.</i> , ¹	:	Case No. 18-13774 (REF)
	:	(Jointly Administered)
Debtors.	:	Hearing Date: Sept. 18, 2018 at 11:00 a.m.
	:	Obj. Deadline: Sept. 10, 2018 at 4:00 p.m.
	:	Related D.L.: 353 & 373

ORDER (A) APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, INTERESTS, CLAIMS AND ENCUMBRANCES; (B) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (C) GRANTING CERTAIN RELATED RELIEF

Upon consideration of the Motion of Christine C. Shubert (the “Trustee”), the Chapter 7 Trustee for the estates of Worley & Obetz, Inc., et al. (the “Debtors”), for (I) an Order (A) Approving Bidding Procedures, Including Break-Up Fee and Expense Reimbursement; (B) Scheduling Bid Deadline, Auction Date, and Sale Hearing and Approving Notice Thereof; and (C) Approving Procedures to Fix Cure Amounts Related to Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and Approving Notice Thereof; and (II) an Order Approving (A) the Sale of Substantially All of the Debtors’ Assets Free and Clear of All Liens, Interests, Claims and Encumbrances and (B) the Assumption, Sale and Assignment to Purchaser

¹ The Debtors in these cases, along with the last four digits of their federal tax identification numbers are (i) Worley & Obetz, Inc. (6576) (Case No. 18-13774-REF); (ii) Americomfort, Inc. (7605) (Case No. 18-13775-REF); (iii) Ranck Plumbing Heating & Air Conditioning, Inc. (9625) (Case No. 18-13776-REF); (iv) Amerigreen Energy, Inc. (6284) (Case No. 18-13777-REF); (v) Advance Air, Inc. (8111) (Case No. 18-13778-REF); (vi) Amerigreen Energy Brokers, LLC (2358) (Case No. 18-13779-REF); (vii) Amerigreen Electricity, LLC (8977) (Case No. 18-13780-REF); (viii) Amerigreen Hedging Services, LLC (8549) (Case No. 18-13781-REF); (ix) Amerigreen Lubricants, LLC (7489) (Case No. 18-13782-REF); (x) Amerigreen Natural Gas, LLC (3222) (Case No. 18-13783-REF); and (xi) Amerigreen Propane, LLC (Case No. 18-13784-REF).

For purposes of this Sale and Bidding Procedures Motion, this Bidding Procedures Order, the Bidding Procedures, the Agreement, and the Transactions contemplated therein, (i) the defined term “Debtors” does not include Debtor Ranck Plumbing Heating & Air Conditioning, Inc. (Case No. 18-13776-REF), and (ii) the defined term “Purchased Assets” does not include and specifically excludes any and all assets, fixtures, furniture, machinery, equipment, properties, interests, and any other rights of Debtor Ranck Plumbing Heating & Air Conditioning, Inc.

of Certain Contracts of Debtors [Dkt. No. 353] (the “Motion”) dated August 24, 2018 for, *inter alia*, entry of an order (the “Order”) (A) approving the sale (the “Sale”) of the Purchased Assets², free and clear of all liens, security interests, other interests, claims (as defined under the Bankruptcy Code) and encumbrances (collectively, the “Encumbrances and Interests”) except for Permitted Encumbrances, except to the extent set forth in the Asset Purchase Agreement (as defined below), pursuant to sections 105, 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (as amended, the “Bankruptcy Code”), and Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); (B) authorizing the assumption and assignment of certain executory contracts and unexpired leases (the “Assumed Contracts”) as more fully described in that certain Asset Purchase Agreement dated September 13, 2018 (the “Asset Purchase Agreement”) by and between the Trustee and Diesel Direct Holdings, Inc. (or its assignee, the “Purchaser”) for the purchase of the Purchased Assets; and (C) granting certain related relief, and the Trustee having determined that the highest and otherwise best offer for the Sale of the Purchased Assets submitted at the Auction was made by the Purchaser in the form of the Asset Purchase Agreement; and this Court having held a hearing on September 18, 2018 (the “Sale Hearing”) to approve the Asset Purchase Agreement; and the Court having reviewed and considered (i) the Motion, (ii) the objections thereto, if any, and (iii) the arguments of counsel made, and the evidence proffered or adduced at the Sale Hearing; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors, and other parties in interest; and upon the record of the Sale Hearing and these Chapter 7 Cases (defined below); and after due deliberation thereon; and good cause appearing therefor, it is hereby

² Capitalized terms not defined below shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

FOUND AND DETERMINED THAT:³

A. **Jurisdiction and Venue.** This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (O). Venue of these cases and the Motion in this Court is proper under 28 U.S.C. §§ 1408 and 1409.

B. **Statutory Predicates.** The statutory predicates for the relief sought in the Motion are Sections 105, 363 and 365 of the Bankruptcy Code and Rules 2002, 6004, 6006 and 9014 of the Bankruptcy Rules.

C. **Petition Date.** On June 6, 2018 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Pennsylvania (these "Chapter 7 Cases").

D. **Entry of Bidding Procedures Order.** On August 29, 2018, this Court entered an order (the "Bidding Procedures Order") [Dkt. No. 373] (i) approving bidding and auction procedures (the "Bidding Procedures"); (ii) approving a Break-Up Fee and proposed expense reimbursement and bid protections to the Purchaser in accordance with the Asset Purchase Agreement; (iii) scheduling an auction (the "Auction") and the Sale Hearing (the "Sale Hearing") regarding the Sale of the Purchased Assets; (iv) permitting credit bidding pursuant to Section 363(k) of the Bankruptcy Code under certain circumstances; (v) establishing procedures for noticing and determining cure amounts (the "Cure Amounts"); (vi) approving the form and manner of notice of all procedures, protections, schedules and agreements; and (vii) granting certain related relief.

³ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, when appropriate. See Fed. R. Bankr. P. 7052.

E. **Compliance with Bidding Procedures Order.** As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing, and (ii) the representations of counsel made on the record at the Sale Hearing, the Trustee marketed the Purchased Assets and conducted the sale process in compliance with the Bidding Procedures Order and the Auction was duly noticed and conducted in a non-collusive, fair and good-faith manner. The Trustee and her professionals have actively marketed the Purchased Assets since the Petition Date, have conducted the sale process in compliance with the Bidding Procedures Order and have afforded potential purchasers a full and fair opportunity to make higher and better offers.

F. **Notice.** As evidenced by the affidavits of service previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing, the Sale, the assumption and assignment procedures for the Assumed Contracts (including the objection deadline with respect to any Cure Amount) and the assumption and assignment of the Assumed Contracts and the Cure Amounts has been provided in accordance with Sections 102(l), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006 and in compliance with the Bidding Procedures Order, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing, the Sale or the assumption and assignment of the Assumed Contracts or the Cure Amounts is or shall be required.

G. **Power and Authority.** (i) the Trustee has full power and authority to execute the Asset Purchase Agreement and all other documents contemplated thereby, (ii) the Trustee has the power and authority necessary to consummate the transactions contemplated by the Asset Purchase Agreement, (iii) the Trustee has taken all action necessary to authorize and approve the Asset Purchase Agreement and the consummation of the transactions contemplated thereby and (iv) no

consents or approvals, other than those expressly provided for in the Asset Purchase Agreement, are required for the Debtors to consummate such transactions.

H. **Opportunity to Object.** A fair and reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including (a) all potential buyers previously identified or solicited by the Trustee and any additional parties who have previously expressed an interest in potentially acquiring some or all of the Purchased Assets, (b) the proposed Purchaser and its counsel, (c) all other potentially interested parties identified by the Trustee and her professionals, (d) the Office of the United States Trustee for the Eastern District of Pennsylvania, (e) each non-Debtor counterparty to the Debtors' executory contracts and unexpired leases (f) all parties who have requested notice in the Debtors' bankruptcy cases under Fed. R. Bankr. P. 2002, (g) Fulton Bank, N.A. ("Fulton Bank") and its counsel, (h) all parties who are known to possess or assert a lien, claim, encumbrance or interest in or upon any of the Purchased Assets, (i) the Internal Revenue Service, (j) the Attorney General for the State of Pennsylvania, (k) the United States Attorney's Office, (l) all applicable federal, state and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief requested in the Motion and (m) the Securities and Exchange Commission.

I. **Sale in Best Interest.** Consummation of the Sale of the Purchased Assets at this time is in the best interests of the Debtors, their creditors, their estates and other parties in interest.

J. **Business Justification.** Sound business reasons exist for the Sale. Entry into the Asset Purchase Agreement constitutes the Trustee's exercise of sound business judgment, and such acts are in the best interests of each Debtor, its estate and all parties in interest. The Court finds that the Trustee articulated good and sufficient business reasons justifying the Sale. Such business

reasons include, but are not limited to, the following: (i) the Asset Purchase Agreement constitutes the highest and best offer for the Purchased Assets; and (ii) the Asset Purchase Agreement and the closing thereon will present the best opportunity to realize the value of the Purchased Assets and avoid any further decline and devaluation of the Purchased Assets.

K. **Arm's-Length Sale.** The Asset Purchase Agreement was negotiated, proposed and entered into by the Trustee and the Purchaser without collusion, in good faith and from arm's-length bargaining positions. Neither the Trustee nor the Purchaser has engaged in any conduct that would cause or permit the Asset Purchase Agreement to be avoided under Section 363(n) of the Bankruptcy Code.

L. **Good-Faith Purchaser.** The Purchaser is a good-faith purchaser for value and, as such, is entitled to all of the protections afforded under Section 363(m) of the Bankruptcy Code and any other applicable or similar bankruptcy and non-bankruptcy law. The Purchaser has been and will be acting in good faith within the meaning of Section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Asset Purchase Agreement.

M. **Consideration.** The consideration provided by the Purchaser for the Purchased Assets pursuant to the Asset Purchase Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Purchased Assets, (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory or possession thereof or the District of Columbia.

N. **Free and Clear.** The Trustee may sell the Purchased Assets free and clear of all Encumbrances and Interests (other than Permitted Encumbrances) because, with respect to each creditor asserting a lien, claim, encumbrance or interest, one or more of the standards set forth in

Section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Encumbrances and Interests who did not object or withdrew objections to the Sale are deemed to have consented to the Sale pursuant to Section 363(f)(2) of the Bankruptcy Code.

O. **Assumption of Executory Contracts and Unexpired Leases.** The (i) transfer of the Purchased Assets to the Purchaser and (ii) assignment to the Purchaser of the Assumed Contracts will not subject the Purchaser to any liability whatsoever prior to the Closing Date (defined below) under the laws of the United States, any state, territory, or possession thereof or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of equitable law, including, without limitation, any theory of antitrust, successor or transferee liability. The Trustee has demonstrated that it is an exercise of her sound business judgment to assume and assign the Assumed Contracts to the Purchaser in connection with the consummation of the Sale, and the assumption and assignment of the Assumed Contracts is the best interests of the Debtors, their estates and their creditors. The Assumed Contracts being assigned to the Purchaser are an integral part of the Purchased Assets being purchased by the Purchaser and, accordingly, such assumption and assignment of Assumed Contracts is reasonable, enhances the value of the Debtors' estates and does not constitute unfair discrimination.

P. **Cure/Adequate Assurance.** The Trustee, in accordance with the Asset Purchase Agreement, has cured, or will cure from proceeds of the Sale, any monetary default existing prior to the date hereof under any of the Assumed Contracts. The Purchaser has provided adequate assurance of future performance of and under the Assumed Contracts within the meaning of Section 365(b)(1)(C) of the Bankruptcy Code.

Q. **Prompt Consummation.** The Sale of the Purchased Assets must be approved and consummated promptly in order to preserve the value of the Purchased Assets. Therefore, time is of the essence in consummating the Sale, and the Trustee and the Purchaser intend to close the Sale as soon as possible.

R. **No Intentional Fraudulent Transfer.** The Asset Purchase Agreement was not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code and under the laws of the United States, any state, territory or possession thereof or the District of Columbia.

S. **Purchaser Not an Insider and No Successor Liability.** The Purchaser is not an “insider” or “affiliate” of the Debtors, as those terms are defined in the Bankruptcy Code, and no common identity of incorporators, directors or stockholders exists between the Purchaser and the Debtors. Pursuant to the Asset Purchase Agreement, the Purchaser is not purchasing all of the Debtors’ assets in that the Purchaser is not purchasing any of the Excluded Assets, and the Purchaser is not holding itself out to the public as a continuation of the Debtors. The Sale does not amount to a consolidation, merger or de facto merger of the Purchaser and the Debtors and/or the Debtors’ estates, there is not substantial continuity between the Purchaser and the Debtors, there is no continuity of enterprise between the Debtors and the Purchaser, the Purchaser is not a mere continuation of the Debtors or the Debtors’ estates, and the Purchaser does not constitute a successor to the Debtors or to the Debtors’ estates.

T. **Legal, Valid Transfer.** The transfer of the Purchased Assets to the Purchaser will be a legal, valid and effective transfer of the Purchased Assets and will vest the Purchaser with all right, title and interest of the Debtors to the Purchased Assets free and clear of all Encumbrances and Interests, except as expressly set forth in the Asset Purchase Agreement.

U. **Asset Purchase Agreement Not Modified.** The terms of the Asset Purchase Agreement, including any amendments, supplements and modifications thereto, are fair and reasonable in all respects, and the terms of the Order shall not modify the terms of the Asset Purchase Agreement.

It is therefore **ORDERED, ADJUDGED AND DECREED EFFECTIVE IMMEDIATELY THAT:**

General Provisions

1. The Motion is GRANTED and APPROVED as set forth herein.
2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived or settled, and all reservations of rights included therein, are overruled on the merits and denied with prejudice.

Approval of the Sale of the Purchased Assets

3. The Asset Purchase Agreement, substantially in the form attached hereto as **Exhibit "A"**, including any amendments, supplements and modifications thereto, and all of the terms and conditions therein, is hereby approved in all respects.

4. Pursuant to Section 363(b) of the Bankruptcy Code, the Sale of the Purchased Assets to the Purchaser free and clear of all Encumbrances and Interests (except those specifically permitted by the Asset Purchase Agreement), and the transactions contemplated thereby, are approved in all respects.

5. Except as otherwise specifically provided in the Asset Purchase Agreement, the Purchaser shall not be liable for any Claims (as defined in Section 101 of the Bankruptcy Code) against the Debtors or any of their predecessors or affiliates, and the Purchaser shall have no successor or vicarious liability of any kind or character (including, without limitation, any of the Excluded Liabilities set forth in Section 2.5 of the Asset Purchase Agreement), whether known or

unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or their Business or any obligations of or Claims against the Debtors arising at any time, except for the Assumed Liabilities, including, but not limited to, liabilities on account of any taxes arising, accruing or payable under, out of, in connection with or in any way relating to the Purchased Assets prior to the Closing Date.

6. The transactions contemplated by the Asset Purchase Agreement are undertaken by the Purchaser in good faith, as that term is used in Section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein by this Order to consummate the Sale shall not affect the validity of the Sale to the Purchaser. The Purchaser is a purchaser in good faith of the Purchased Assets and is entitled to all the protections afforded by Section 363(m) of the Bankruptcy Code.

7. As a good-faith purchaser of the Purchased Assets, the Purchaser has not entered into an agreement with any other potential bidders at the Sale, and has not colluded with any of the other bidders, and other potential bidders or any other parties interested in the Purchased Assets, and therefore neither the Trustee nor any other successor in interest to the Debtors' estates shall be entitled to bring an action against the Purchaser, and the Sale may not be avoided pursuant to Section 363(n) of the Bankruptcy Code.

Sale and Transfer of Purchased Assets

8. Pursuant to Section 363(b) of the Bankruptcy Code, the Trustee is hereby authorized to sell the Purchased Assets to the Purchaser and consummate the Sale in accordance with and subject to the terms and conditions of the Asset Purchase Agreement, and to transfer and assign all right, title and interest (including common-law rights) to all property, licenses and rights to be conveyed in accordance with and subject to the terms and conditions of the Asset Purchase Agreement, and the Trustee is further authorized and directed to execute and deliver, and is

empowered to perform under, consummate and implement, the Asset Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement, including without limitation the related documents, exhibits and schedules, and to take all further actions as may be reasonably requested by the Purchaser for the purposes of assigning, transferring, granting, conveying and conferring to the Purchaser or reducing to possession the Purchased Assets, or as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Asset Purchase Agreement.

9. Pursuant to Section 363(b) and (f) of the Bankruptcy Code, the Purchased Assets shall be transferred to the Purchaser upon consummation of the Asset Purchase Agreement (the "Closing Date") free and clear of all Encumbrances and Interests (except the Assumed Liabilities and Permitted Encumbrances) of any kind or nature whatsoever including, but not limited to, Encumbrances and Interests in respect of the following: (1) any labor agreements; (2) all mortgages, deeds of trust and security interests; (3) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of any Debtor; (4) any other employee, worker's compensation, occupational disease, wage and hour, wage payment or unemployment or temporary-disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Worker Adjustment and Retraining Act of 1988, (g) the Age Discrimination in Employment Act of 1967, as amended, (h) the Americans with Disabilities Act of 1990, (i) the Consolidated Omnibus Budget Reconciliation Act of 1985, (j) state discrimination

laws, (k) state unemployment compensation laws or any other similar state laws, (l) state wage payment or wage and hour laws, or (m) any other state or federal benefits or claims relating to any employment with any of the Debtors or any of their respective predecessors; (5) any bulk sales or similar law; (6) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; (7) any theories of successor or products liability; (8) any Environmental Laws (as defined in the Asset Purchase Agreement) or (9) claims asserted by Amy Daveler and Marco Perez on behalf of themselves and a putative class of similarly situated former employees of Worley & Obetz, Inc., AMERIGreen Energy, Inc., and AMERIGreen Propane, LLC in Adv. No. 18-00132 (REF), Adv. No. 18-00133 (REF), and Adv. No. 18-00134 (REF), currently pending before this Court. All such Encumbrances and Interests of any kind or nature whatsoever (other than Permitted Encumbrances) shall attach (effective upon the transfer of the Purchased Assets to the Purchaser) to the proceeds of the Sale with the same force, validity, priority and effect, if any, as the claims, liens, encumbrances and interests formerly had against the Purchased Assets, if any, subject to the Trustee's ability to challenge the extent, validity, priority and effect of the Encumbrances and Interests (subject to the First and Second Amended Stipulation and Order Pursuant to Fed. R. Bankr. P. 4001(B) and 11 U.S.C. § 363(c)(2)(B) Authorizing Use of Cash Collateral on a Limited Basis and Providing Adequate Protection [D.I. 103, 344]), and subject to and as otherwise provided in any other order of this Court in these Chapter 7 Cases.

10. On the Closing Date, this Order will be construed and constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Purchased Assets or a bill of sale transferring good and marketable title in such Purchased Assets to the Purchaser. On the Closing Date, and subject to Section 365 of the Bankruptcy Code, this Order also shall be construed and constitute for any and all purposes a complete and general assignment

of all right, title and interest of the Trustee and each bankruptcy estate to the Purchaser in the Assumed Contracts.

11. All persons and entities who are presently, or on the Closing Date may be, in possession of some or all of the Purchased Assets are hereby directed to surrender possession of such Purchased Assets to the Purchaser on the Closing Date. Purchaser shall have ninety (90) days from and after the Closing Date to remove the Purchased Assets from any real property not conveyed to the Purchaser under the Asset Purchase Agreement, and the owner of such real property shall not be entitled to assert against Purchaser payment for rent, storage or the like.

12. The Trustee shall pay Manufacturers and Traders Trust Company at Closing \$1,148,000 USD from the proceeds of the Purchase Price (the "M&T Payment"). The M&T Payment shall be in full and final satisfaction of any and all liens, claims, interests and encumbrances of Manufacturers and Traders Trust Company on the following vehicles: (1) 2017 Ford Transit 250, VIN# 1FTYR2CM4HKB43259; (2) 2018 Mack GU713, VIN# 1M2AX07C9JM039692; (3) 2018 Mack GU713, VIN# 1M2AX07C0JM039693; (4) 2014 Peterbilt 388, VIN# 1XPWDP9X2ED236428; (5) 2014 Peterbilt 388, VIN# 1XPWDP9X5ED238464; (6) 2014 Freightliner Coronado, VIN# 3AKJGND10EDFT8496; (7) 2014 Heil DOT 406, VIN# 5HTAB4329E7H79298; (8) 2014 Heil DOT 406, VIN# 5HTAB4329E7H79299; (9) 2014 Heil DOT 406, VIN# 5HTAB4321E7H79456; (10) 1999 International wholesale tractor, VIN# 2HSFHASRXXCO31142; (11) 2002 International wholesale tractor, VIN# 2HSCHAER32CO38246; (12) 2007 International wholesale tractor, VIN# 2HSCHAPR37C432012; (13) 2010 International wholesale tractor, VIN# 3HSCUAPROAN243190; (14) 2015 International wholesale tractor, VIN# 3HSDMAPR6FN572598; (15) 2010 International wholesale tractor, VIN#

2HSCXAPR7AC168576; (16) 2016 International wholesale tractor, VIN# 3HSCXAPR5GN276413; (17) 2001 Heil Trailer, VIN# 5HTAM442517H64994; (18) 2002 Heil Trailer, VIN# 5HTAM432227H66690; (19) 2002 Heil Trailer, VIN# 5HTAM432027H66686; (20) 2012 Heil Trailer, VIN# 5HTAM4527C7H76517; (21) 2013 Heil Trailer, VIN# 5HTAM4524D7H77691; (22) 2014 Heil Trailer, VIN# 5HTAM4525E7H79273; and (23) 2001 Heil Trailer, VIN# 5HTAB452317H64593. The Trustee is authorized to remit and pay, by wire transfer or any other means the Trustee deems appropriate, to Manufacturers and Traders Trust Company, the full amount of the M&T Payment at any time after Closing.

13. The Trustee shall pay S&T Bank at Closing \$475,000 USD from the proceeds of the Purchase Price (the "S&T Payment"). The S&T Payment shall be in full and final satisfaction of any and all liens, claims, interests, and encumbrances of S&T Bank on the following vehicles: (1) 2018 Ford F-350 Supercab, VIN# 1FD8X3H67JEB66427; (2) 2018 Ford F-350 Supercab, VIN# 1FD8X3H67JEB66428; (3) 2019 Peterbilt 567, VIN# 1XPCD49X1KD261365; (4) 2019 Peterbilt 567, VIN# 1XPCD49X3KD261366; (5) 2019 Heil Tank Trailer, VIN# 5HTSA4323K7601502; (6) 2019 Heil Tank Trailer, VIN# 5HTSA4323K7601503; and (7) 2007 Heil Petroleum Tank Trailer, VIN# 5HTAM452477L72688. The Trustee is authorized to remit and pay, by wire transfer or any other means the Trustee deems appropriate, to S&T Bank, the full amount of the S&T Payment at any time after Closing.

14. The Trustee shall pay Fulton Bank at Closing \$1,306,000.00 USD from proceeds of the Purchase Price (the "Fulton Bank Payment"). The Fulton Bank Payment shall be in full and final satisfaction of any and all liens, claims, interests, and encumbrances of Fulton Bank on the following vehicles: (1) 2015 Peterbilt 348, VIN# 2NP3LJ9X3FM304907; (2) 2017 Peterbilt with Tri-State Tank Body, VIN# 2NP2HJ7X4HM409345; (3) 2017 Peterbilt 348, VIN#

2NP2HJ7X6HM409346; (4) 2015 Peterbilt 348, VIN# 2NP3LJ9X4FM305239; (5) 2017 Freightliner CA125DC, VIN# 1FUJGEDR6HLHZ7415; (6) 2017 Freightliner CA125DC, VIN# 1FUJGEDR4HLHZ7414; (7) 2017 Mack CXU613, VIN# 1M1AW07Y8HM082286; (8) 2017 Westmor Proline MC-331, VIN# 1W9P14323GM350051; (9) 2017 Heil DOT 406, VIN# 5HTAB4320H7081972; (10) 2016 Beall Petroleum Trailer, VIN# 10BEA9236HF0D4608; (11) 2016 Freightliner, VIN# 3AKJGND12GDGX3465; (12) 2016 Freightliner, VIN# 1FUJGED57GLGX4492; (13) 2016 Freightliner, VIN# 1FUJGED57GLGX4493; (14) 2015 Heil Trailer, VIN# 5HTAB4321F7H80771; (15) 2015 Heil Trailer, VIN# 5HTAB4323F7H80772; and (16) 2015 Heil Trailer, VIN# 5HTAB4325F7H80773. The Trustee is authorized to remit and pay, by wire transfer or any other means the Trustee deems appropriate, to Fulton Bank, the full amount of the Fulton Bank Payment at any time after Closing.

15. At the Closing of the Sale, the Trustee shall pay Transteck, Inc. the sum of \$5,669.50 in satisfaction of Transteck's secured claim arising out of repair work to 1 FTL Coronado (VIN #xxxxxxxxxxBJ6238) (the "Vehicle"). If the Closing occurs and the Vehicle is removed from Transteck's premises on or before October 1, 2018, Transteck will waive any rent claim which it might assert against the estates.

16. Except as expressly permitted by the Asset Purchase Agreement or this Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade, products liability and other creditors, holding Encumbrances and Interests of any kind or nature whatsoever against or in the Debtors or the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated, now existing or hereinafter arising), arising under or out of or in connection with, or in any way relating to, the Debtors, the

Purchased Assets or the transfer of the Purchased Assets to the Purchaser, hereby are forever barred, estopped and permanently enjoined from asserting against the Purchaser, its successor or assign, its property or the Purchased Assets, such persons' or entities' Encumbrances and Interests.

17. On the Closing Date, each of the Debtors' creditors is authorized and directed to promptly execute such documents and take all other actions as may be necessary to release its Encumbrances and Interests in the Purchased Assets, if any, as such Encumbrances and Interests may have been recorded or otherwise exist.

18. Subject to the terms and conditions of this Order and the Asset Purchase Agreement, the transfer of the Purchased Assets to the Purchaser pursuant to the Asset Purchase Agreement constitutes a legal, valid and effective transfer of the Purchased Assets and shall vest the Purchaser with all right, title and interest of the Debtors in and to the Purchased Assets free and clear of all Encumbrances and Interests of any kind or nature whatsoever.

Assumption and Assignment of Assumed Contracts

19. Pursuant to Sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the closing of the Sale, the Trustee's assumption and assignment to the Purchaser, and the Purchaser's assumption on the terms set forth in the Asset Purchase Agreement, of the Assumed Contracts is hereby approved, and the requirements of Section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

20. The Trustee is hereby authorized and directed in accordance with Sections 105(a), 363 and 365 of the Bankruptcy Code to (a) assume and assign to the Purchaser, effective upon the Closing Date of the Sale, the Assumed Contracts free and clear of all Encumbrances and Interests of any kind or nature whatsoever (other than Permitted Encumbrances) and (b) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts to the Purchaser.

21. The Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Assigned Contract (including those of the type described in Section 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts or conditions such assignment or transfer and, pursuant to Section 365(k) of the Bankruptcy Code, the Debtors' estates shall be relieved from any further liability with respect to the Assumed Contracts after such assignment to and assumption by the Purchaser, except as provided in the Asset Purchase Agreement and this Order.

22. The Trustee is authorized to remit and pay, by wire transfer or any other means the Trustee deems appropriate, to each counter-party to an Assumed Contract, the full undisputed Cure Amount four (4) business days after the Closing of the Sale.

23. Each non-Debtor party to an Assigned Contract hereby is forever barred, estopped and permanently enjoined from asserting against the Trustee or the Purchaser, or the property of either of them, any default existing as of the Closing Date of the Sale.

Additional Provisions

24. The consideration provided by the Purchaser for the Purchased Assets under the Asset Purchase Agreement shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory possession thereof or the District of Columbia.

25. This Order (a) shall be effective as a determination that, upon payment by the Purchaser of the Purchase Price under the Asset Purchase Agreement, on the Closing Date, all Encumbrances and Interests of any kind or nature whatsoever existing as to the Debtors or the Purchased Assets prior to the Closing Date (other than Permitted Encumbrances) have been unconditionally released, discharged and terminated, and that the conveyances described herein

have been effected, and (b) shall be binding upon and shall govern the acts of all entities, including without limitation all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required, by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets. Each and every federal, state and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement. The Purchaser and the Trustee shall take such further steps and execute such further documents, assignments, instruments and papers as shall be reasonably requested by the other to implement and effectuate the transactions contemplated in this paragraph. All Encumbrances and Interests of record as of the date of this Order, other than Permitted Encumbrances, shall be forthwith removed and stricken as against the Purchased Assets. All entities described in this paragraph are authorized and specifically directed to strike all such recorded Encumbrances and Interests against the Purchased Assets from their records, official and otherwise.

26. If any person or entity that has filed statements or other documents or agreements evidencing Encumbrances and Interests in any of the Purchased Assets does not deliver to the Trustee or the Purchaser prior to the Closing Date or promptly thereafter, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all interests and other interests that the person or entity has asserted or

may assert with respect to any of the Purchased Assets, the Trustee and/or the Purchaser are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to any of the Purchased Assets.

27. As specifically provided in the Asset Purchase Agreement, the Trustee will cooperate with the Purchaser, and the Purchaser will cooperate with the Trustee, in a commercially reasonable manner, in each case to ensure that the transactions contemplated in the Asset Purchase Agreement are consummated, and the Trustee will make such modifications or supplements to any bill of sale or other document executed in connection with the closing to facilitate such consummation as contemplated by the Asset Purchase Agreement (including, without limitation, adding such specific assets, to such documents as may be reasonably requested by the Purchaser pursuant to the terms of the Asset Purchase Agreement).

28. The Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Purchased Assets other than for the Assumed Liabilities and the Assumed Contracts to the extent provided under the Asset Purchase Agreement. Without limiting the generality of the foregoing, and except as otherwise specifically provided in the Asset Purchase Agreement, the Purchaser shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and the Purchaser shall have no successor liabilities of any kind or character whether known or unknown as of the Closing Date, now existing or hereinafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of or in connection with, or in any way relating to, the operation of the business prior to the Closing Date, and all parties are hereby forever barred,

estopped and permanently enjoined from asserting any such claims against the Purchaser and its successors and assigns or against the Purchased Assets.

29. Except for Assumed Liabilities and Assumed Contracts as set forth in the Asset Purchase Agreement, under no circumstances shall the Purchaser be deemed a successor of or to the Debtors for any Encumbrances and Interests against or in the Debtors or the Purchased Assets of any kind or nature whatsoever. Except for Assumed Liabilities and Assumed Contracts as set forth in the Asset Purchase Agreement, the sale, transfer, assignment and delivery of the Purchased Assets and the Assumed Contracts shall not be subject to any Encumbrances and Interests and Encumbrances and Interests of any kind or nature whatsoever shall remain with, and continue to be obligations of, the Debtors. All persons holding Encumbrances and Interests against or in the Debtors or the Purchased Assets of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped and permanently enjoined from asserting, prosecuting or otherwise pursuing such Encumbrances and Interests of any kind or nature whatsoever against the Purchaser, its officers, directors, shareholders and professionals, its property, its successors and assigns, or the Purchased Assets with respect to any Interest or Encumbrances and Interests of any kind or nature whatsoever (other than Permitted Encumbrances) such person or entity had, has or may have against or in the Debtors, their estates, officers, directors or shareholders, or the Purchased Assets. Following the Closing Date, no holder of an Encumbrance and Interest in the Debtors shall interfere with the Purchaser's title to or use and enjoyment of the Purchased Assets and the Assumed Contracts based on or related to such Encumbrance and Interest, or any actions that the Debtors may take in these Chapter 7 Cases.

30. This Court shall retain jurisdiction to enforce and implement the terms and provisions of the Asset Purchase Agreement, all amendments thereto, any waivers and consents

thereunder, except as otherwise provided therein, and each of the agreements executed in connections therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Purchased Assets to the Purchaser free and clear of Encumbrances and Interests (other than Permitted Encumbrances), or compel the performance of other obligations owed by the Trustee, (b) compel delivery of the Purchase Price or performance of other obligations owed to the Trustee, (c) resolve any disputes arising under or related to the Asset Purchase Agreement, except as otherwise provided therein, (d) interpret, implement and enforce the provisions of this Order and (e) protect the Purchaser against (i) claims made related to any of the Excluded Liabilities (as defined in the Asset Purchase Agreement), (ii) any claims of successor liability related to the Purchased Assets or the Assumed Contracts, or (iii) any claims of Encumbrances and Interests (other than Permitted Encumbrances) asserted against the Purchased Assets, of any kind or nature whatsoever, and (f) require delivery of (i) any Purchased Assets or proceeds thereof by the Trustee or any third-party to the Purchaser or (ii) any Excluded Assets or proceeds thereof by the Purchaser to the Trustee.

31. The terms and provisions of the Asset Purchase Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Trustee and any subsequently appointed successor Trustee, the Debtors' estates and their creditors, the Purchaser, the Purchaser's affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting Encumbrances and Interests in the Purchased Assets to be sold to the Purchaser pursuant to the Asset Purchase Agreement.

32. The failure specifically to include any particular provisions of the Asset Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision,

it being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety.

33. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates or creditors.

34. The Trustee was authorized to remit and pay, by wire transfer or any other means the Trustee deems appropriate, to each Bidder that the Trustee deemed was not a Qualified Bidder, the full amount of their respective Good Faith Deposit immediately.

35. The Trustee is authorized to remit and pay, by wire transfer or any other means the Trustee deems appropriate, to each Qualified Bidder (other than the Purchaser and Back-up Bidder), the full amount of their respective Good Faith Deposit at any time within four (4) business days of entry this Order.

36. The Trustee is authorized to remit and pay, by wire transfer or any other means the Trustee deems appropriate, to the Back-up Bidder the full amount of its Good Faith Deposit four (4) business days after the Closing of the Sale, unless the Successful Bidder does not close on the Sale of the Purchased Assets.

37. The Trustee is authorized to remit and pay, by wire transfer or any other means the Trustee deems appropriate, to the Wiggins Gas Propane & Alternative Fuels, LLC (the "Stalking Horse Bidder") the full amount of the Break-up Fee four (4) business days after the Closing of the Sale.

38. Nothing contained in any order entered in these Chapter 7 Cases subsequent to entry of this Order shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Order.

39. Nothing in this Order or the Asset Purchase Agreement releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Order, including, but not limited to, liability under any applicable state or federal law and the rules and regulations promulgated thereunder; provided that, notwithstanding the foregoing, nothing herein shall be construed to permit a governmental unit to assert, assess or obtain penalties, fines, or other fees from Purchaser for violations of any such requirement that occurred prior to the Closing Date as a result of the operation of the Purchased Assets; provided, further, if any such violation continues after the Closing Date such governmental unit may seek to assert, assess or obtain penalties, fines or other fees from Purchaser for the period of time after the Closing Date that such violations occurred.

40. Nothing in this Order and Asset Purchase Agreement limits or modifies any of the Debtors' obligations or releases, nullifies, precludes or enjoins the enforcement of any police power or regulatory liability by a government unit against any Debtor, including, but not limited to, under any applicable state or federal law and the rules and regulations promulgated thereunder.

41. Nothing in this Order or Asset Purchase Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law.

42. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.

43. This Order shall be effective and enforceable immediately upon entry, and any stay of orders provided for in Bankruptcy Rules 6004(h) and 6006(d) and any other provision of the Bankruptcy Code or the Bankruptcy Rules shall not apply.

44. The provisions of this Order are non-severable and mutually dependent.

45. To the extent applicable, the automatic stay pursuant to Section 362 of the Bankruptcy Code is hereby lifted to the extent necessary, without further order of the Court, to allow the Purchaser to take any and all actions permitted by the Asset Purchase Agreement.

46. To the extent a counterparty to an Assigned Contract failed to timely object to a Cure Amount (as defined in the Bidding Procedures and the Bidding Procedures Order), such Cure Amount shall be deemed to be finally determined, and any such counterparty shall be prohibited from challenging, objecting to or denying the validity and finality of the Cure Amount at any time, and such Cure Amount, when paid, shall completely revive any Assigned Contract to which it relates.

47. The Sale shall not be subject to any bulk sales laws.

48. The Trustee and each other person having duties or responsibilities under the Asset Purchase Agreement or this Order, and her respective agents, representatives and attorneys, are authorized and empowered to carry out all of the provisions of the Asset Purchase Agreement, to issue, execute, deliver, file and record, as appropriate, the Asset Purchase Agreement, and any related agreements, and to take any action contemplated by the Asset Purchase Agreement or this Order, and to issue, execute, deliver, file and record, as appropriate, such other

contracts, instruments, releases, deeds, bills of sale, assignments or other agreements, and to perform such other acts, as are consistent with, and necessary or appropriate to, implement, effectuate and consummate the Asset Purchase Agreement and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents, if any, required by applicable business corporation, trust and other laws of applicable governmental units with respect to the implementation and consummation of the Asset Purchase Agreement and this Order and the transactions contemplated thereby and hereby.

49. To the extent that any provision of this Order conflicts with the Asset Purchase Agreement, this Order shall control.

Dated: September 18, 2018



THE HONORABLE RICHARD E. FEHLING
CHIEF UNITED STATES BANKRUPTCY
JUDGE

Exhibit “A”

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

DIESEL DIRECT HOLDINGS, INC.

AND

**CHRISTINE C. SHUBERT, IN HER CAPACITY AS CHAPTER 7 TRUSTEE
FOR THE ESTATES OF WORLEY & OBETZ, INC., ET AL.**

September 17, 2018

TABLE OF CONTENTS

	Page
1. DEFINITIONS.....	2
1.1 Definitions.....	2
1.2 Cross References.....	6
2. PURCHASE AND SALE.....	7
2.1 Purchase and Sale	7
2.2 Excluded Assets	9
2.3 “AS IS, WHERE IS” SALE.....	11
2.4 Assumed Liabilities	12
2.5 Excluded Liabilities	13
2.6 Assumption/Assignment of Contracts and Rights.	13
2.7 Consideration; Allocation of Consideration	14
2.8 Closing	15
2.9 Deliveries by Seller.....	15
2.10 Deliveries by Purchaser	16
3. REPRESENTATIONS AND WARRANTIES OF SELLER.....	16
3.1 Power	16
3.2 Authorization	16
3.3 Governmental Authorization	16
3.4 Non-contravention	16
3.5 Required Consents	16
3.6 Litigation.....	17
3.7 Permits	17
3.8 Compliance with Laws and Court Orders.....	17
3.9 Intellectual Property Rights	17
3.10 Environmental Matters.....	17
3.11 Real Property	17
3.12 Employment Matters and Employee Benefits	18
3.13 Taxes	18
3.14 Sufficiency of and Title to the Purchased Assets.....	18
3.15 Insurance	18
3.16 Service of Bankruptcy Documents	18
3.17 Certain Fees	18
4. REPRESENTATIONS AND WARRANTIES OF PURCHASER.....	19
4.1 Organization.....	19
4.2 Corporate Authorization	19
4.3 Governmental Authorization	19
4.4 Non-contravention	19
4.5 Litigation.....	19
4.6 Adequacy of Funds	19
5. COVENANTS OF SELLER.....	20

	Page
5.1 Access to Information	20
5.2 Sales of De Minimis Assets	20
5.3 Notices of Certain Events	20
6. COVENANTS OF PURCHASER AND SELLER	20
6.1 Efforts; Further Assurances	20
6.2 Certain Filings	20
6.3 Bankruptcy Issues	21
6.4 Notices	32
7. TAX MATTERS.....	33
7.1 Tax Cooperation.....	33
7.2 Transfer Taxes	33
7.3 Real Property Taxes	33
7.4 Personal Property, Ad Valorem and Excise Taxes	33
8. CLOSING CONDITIONS.....	33
8.1 Conditions to Obligations of Purchaser and Seller	33
8.2 Conditions to Obligations of Purchaser	34
8.3 Conditions to Obligations of Seller	34
9. TERMINATION.....	35
9.1 Grounds for Termination	35
9.2 Effect of Termination.....	35
9.3 Fees and Expenses	35
10. MISCELLANEOUS	36
10.1 Notices	36
10.2 Limitation on Damages.....	36
10.3 Waivers	37
10.4 Successors and Assigns.....	37
10.5 Governing Law	37
10.6 Jurisdiction.....	37
10.7 Waiver of Jury Trial.....	38
10.8 No Third Party Beneficiaries	38
10.9 Entire Agreement; Amendments; Counterparts.....	38
10.10 Pre-Petition Secured Party	38
10.11 Headings; Interpretation.....	39

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT dated as of August 24, 2018 (this "Agreement") is entered into by and between Christine C. Shubert, in her capacity as Chapter 7 Trustee ("Seller") for the estates of (i) Worley & Obetz, Inc. (Case No. 18-13774-REF); (ii) Americomfort, Inc., Case No. 18-13775-REF); (iii) Amerigreen Energy, Inc. (Case No. 18-13777-REF); (iv) Advance Air, Inc. (Case No. 18-13778-REF); (v) Amerigreen Energy Brokers, LLC (Case No. 18- 13779-REF); (vi) Amerigreen Electricity, LLC (Case No. 18-13780-REF); (vii) Amerigreen Hedging Services, LLC (Case No. 18-13781-REF); (viii) Amerigreen Lubricants, LLC (Case No. 18-13782-REF); (ix) Amerigreen Natural Gas, LLC (Case No. 18-13783-REF); and (x) Amerigreen Propane, LLC (Case No. 18-13784-REF) (collectively, the "Debtors") and Diesel Direct Holdings, Inc., a Delaware corporation ("Diesel") or its assignees, which shall be Affiliates of Diesel or Jerome H. Rhoads, Inc. and which shall be identified in writing by Diesel to Seller prior to the Closing Date (the "Assignees", and together with Diesel, the "Purchaser"). Purchaser and Seller are sometimes individually referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, prior to the Petition Date (as defined below), Debtor Worley & Obetz, Inc. ("W&O"), and certain Affiliates (as defined below) provided certain energy products and services to their commercial and residential clients, including fuel, bio-heating oil, biodiesel, propane, gasoline, natural gas and electricity (the "W&O Business");

WHEREAS, prior to the Petition Date, Debtor Amerigreen Energy, Inc. and certain Affiliates operated as an energy wholesaler to retail distributors operating in the Mid-Atlantic and New England markets and provided certain energy products and services to their retail fuel distributors, fuel stations, commercial clients, and commercial and residential clients of W&O, including ethanol, biodiesel, biofuels, and petroleum, as well as hedging and marketing services, and electricity and gas plans (together with the W&O Business, the "Business");

WHEREAS, on June 6, 2018 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 7 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Pennsylvania (the "Bankruptcy Court");

WHEREAS, Seller is the duly appointed and acting Chapter 7 trustee for each of the Debtors' bankruptcy cases which are now jointly administered under Case No. 18-13774 (REF) (Jointly Administered) (collectively, the "Bankruptcy Cases");

WHEREAS, Seller desires to sell, transfer, convey, assign and deliver the Purchased Assets (as defined below) and to assign the Assumed Liabilities (as defined below), and Purchaser desires to purchase, take delivery of and acquire such Purchased Assets and to assume such Assumed Liabilities, in each case on an "AS IS, WHERE IS" basis except for the representations and warranties expressly set forth in Section 3 below and upon the terms and subject to the conditions set forth herein; and

WHEREAS, the transactions contemplated by this Agreement (the “Transactions”) will be consummated pursuant to an Approval Order (as defined below) to be entered in the Bankruptcy Cases pursuant to §§ 105, 363, 365 and other applicable provisions of the Bankruptcy Code, and the Transactions and this Agreement are subject to the approval of the Bankruptcy Court.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations, warranties and promises set forth herein, and in order to prescribe the terms and conditions of such purchase and sale, intending to be legally bound, the Parties agree as follows:

1. Definitions.

1.1 Definitions. The following terms, as used herein, have the following meanings:

(a) “Acquired Owned Real Property” means all of the real property, together with all Improvements located thereon and all easements, rights of way, servitudes, tenements, hereditaments, appurtenances, privileges and other rights and interests appurtenant thereto, owned in fee by Seller, and any part or parcel thereof set forth on Schedule 2.1(a).

(b) “Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with, such other Person.

(c) “Bid Protection” means an amount equal to 3% of the Purchase Price, or \$243,000.

(d) “Break-Up Fee” means an amount equal to 3% of the Purchase Price, or \$243,000.

(e) “Business Day” means a day other than Saturday, Sunday or other day on which commercial banks in Pennsylvania are authorized or required by Law to close.

(f) “CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), and any Laws promulgated thereunder.

(g) “Claim” means a “claim” as defined in Section 101 of the Bankruptcy Code.

(h) “Closing Date” means the date of the Closing.

(i) “Code” means the Internal Revenue Code of 1986, as amended.

(j) “Cure Costs” means all amounts that must be paid and all obligations that otherwise must be satisfied, including pursuant to

Sections 365(b)(1)(A) and (B) of the Bankruptcy Code, in connection with the assumption and/or assignment of the Assumed Contracts to Purchaser as provided herein.

(k) “Employee” means an individual who is employed by the Debtors, whether on a full-time or a part-time basis, whether active or inactive as of the Closing Date, and includes an employee on short-term or long-term disability leave.

(l) “Employee Benefit Plan” means any “employee benefit plan” (as defined in ERISA §3(3)) and any other benefit or compensation plan, program, agreement, arrangement or payroll practice (whether written or unwritten) maintained, sponsored, or contributed or required to be contributed to by Seller or any ERISA Affiliate or with respect to which Seller or any ERISA Affiliate has any liability as set forth on Schedule 3.12(a).

(m) “Environmental Laws” means, whenever in effect, all federal, state, and local Laws and other provisions having the force or effect of Law, all judicial and administrative Orders and determinations, all contractual obligations and all common Law, in each case concerning public or employee health and safety, pollution or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, processing, discharge, Release, threatened Release, control or cleanup of any Hazardous Substances or wastes (including CERCLA and analogous state Laws).

(n) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and all Laws issued thereunder.

(o) “ERISA Affiliate” means any Person that, at any relevant time, is or was treated as a single employer with Seller for purposes of Code § 414.

(p) “Governmental Authority” means any federal, state, local, municipal, foreign, supranational or other governmental or quasi-governmental authority of any nature (including any governmental agency, branch, bureau, commission, department, official or entity and any court or other tribunal), or any administrative, executive, judicial, legislative, police, regulatory or Taxing Authority, or arbitral body.

(q) “Hazardous Substances” means any substance, material or waste regulated by any Governmental Authority, including any material, substance or waste which is defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” “restricted hazardous waste,” “contaminant,” “toxic waste,” “pollutant” or “toxic substance” under any provision of Environmental Law, and including petroleum, petroleum products, asbestos, presumed asbestos-containing material or asbestos-containing material, urea formaldehyde and polychlorinated biphenyls.

(r) “Improvements” means all buildings, improvements, structures, streets, roads and fixtures located, placed, constructed or installed on or under the Acquired Owned Real Property or the Leased Real Property, including all utilities, fire protection, security, surveillance, telecommunications, computer, wiring, cable, heat, exhaust, ventilation, air conditioning, electrical, mechanical, plumbing and refrigeration systems, facilities, lines, installations and conduits.

(s) “Intellectual Property Rights” means all of Seller’s intellectual property rights including, but not limited to: (i) patents, patent applications, patent rights, patent disclosures and inventions (whether or not patentable or reduced to practice); (ii) trademarks (registered and at common law), trademark registrations and applications, trade names, logos, trade dress, brand names, service marks (registered and at common law), service mark registrations and applications, websites, domain names and other indicia of source and all goodwill associated therewith; (iii) works of authorship, copyrights, copyright registrations and applications for registration, and moral rights; (iv) know-how, trade secrets, customer lists (including all wholesale, retail and commercial customer account lists, whether active or inactive including complete contact information), proprietary information, proprietary processes and formulae, databases and data collections; (v) all source and object code, software (including front and back office software, customer management and fuel management systems, accounting and billing systems, POS inventory systems and fleet management systems), algorithms, architecture, structure, display screens, layouts, inventions and development tools; and (vi) all documentation and media constituting, describing or relating to the above, including, manuals, memoranda and records.

(t) “Knowledge of Seller” or any other similar knowledge qualification in this Agreement means the actual knowledge of Christine C. Shubert.

(u) “Law” means any law, statute, regulation, rule, code, decree, constitution, ordinance, treaty, rule of common law or Order of, administered or enforced by or on behalf of, any Governmental Authority.

(v) “Leased Real Property” means all land, Improvements or other interests in real property leased or subleased by Seller, as lessee, which is used or intended to be used in, or otherwise related to, the Business and set forth on Schedule 1.1(v), unless previously rejected pursuant to section 365 of the Bankruptcy Code.

(w) “Liability” means any claim, debt, liability, obligation, Tax or commitment of any nature whatsoever (whether known or unknown, asserted or unasserted, fixed, absolute or contingent, matured or unmatured, accrued or unaccrued, liquidated or unliquidated or due or to become due), whenever or however arising (including those arising out of any contract or tort, whether based on negligence, strict liability or otherwise), and including all costs and expenses related thereto.

(x) “Lien” means, with respect to any property or asset, any mortgage, lien (statutory or otherwise), pledge, security interest, Claim, encumbrance, restriction, charge, instrument, preference, priority, option, or right of first refusal, of any kind or nature, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, recorded or unrecorded, contingent or noncontingent, material or nonmaterial, known or unknown. For the avoidance of doubt, the definition of Lien shall not include any license or sublicense of Intellectual Property Rights granted by Seller or any lease or sublease by Seller (as lessor or sublessor) of real property.

(y) “Order” means any award, decision, decree, order, directive, injunction, ruling, judgment or consent of or entered, issued, made or rendered by any Governmental Authority.

(z) “Permits” means licenses, permits, approvals, certificates of occupancy, authorizations, operating permits, registrations, plans and other similar documents and authorizations issued by any Governmental Authority to Seller, in each case to the extent transferable without the consent of any Governmental Authority.

(aa) “Permitted Encumbrances” means (i) Liens included in the Assumed Liabilities; (ii) encumbrances waived in writing by Purchaser; (ii) all restrictions on the use of the Purchased Assets arising as a result of the application of zoning and similar laws; (iv) all exceptions, restrictions, easements, charges, rights-of-way, and other encumbrances that are set forth in any Permit; and (v) other imperfections in title, if any, or conditions, reservations, restrictions, easements, encroachments, or rights of way, if any, none of which, individually or in the aggregate, materially detracts from the value, or impairs in any significant way the use of the property subject thereto;

(bb) “Person” means an individual, corporation, partnership, limited liability Debtors, association, joint venture, trust or other entity or organization, including a Governmental Authority.

(cc) “Post-Retirement Liabilities” means with respect to all Employees and retirees, all Liabilities for the post-retirement benefits, including those provided under the Employee Benefit Plans, as applicable.

(dd) “Pre-Closing Tax Period” means (i) any Tax period ending on or before the Closing Date; and (ii) with respect to a Tax period that commences before but ends after the Closing Date, the portion of such period up to and including the Closing Date.

(ee) “Property Taxes” means all real and personal property Taxes levied with respect to the Purchased Assets for any taxable period or portion thereof.

(ff) “Real Estate” means the Acquired Owned Real Property and the Leased Real Property.

(gg) “Release” has the meaning set forth in CERCLA.

(hh) “Tax” means (i) any federal, state, provincial, territorial, municipal, local or foreign income, profits, franchise, gross receipts, environmental (including taxes under Code Section 59A), customs, duties, net worth, sales, use, goods and services, withholding, value added, ad valorem, employment, social security, disability, occupation, pension, real property, personal property (tangible and intangible), stamp, transfer, conveyance, severance, production, excise and other taxes, withholdings, duties, levies, imposts and other similar charges and assessments (including any and all fines, penalties and additions attributable to or otherwise imposed on or with respect to any such taxes, charges, fees, levies or other assessments, and interest thereon) imposed by or on behalf of any Governmental Authority (a “Taxing Authority”) responsible for the imposition thereof (whether domestic or foreign), whether or not disputed, and (ii) Liability for the payment of any amounts of the type described in clause (i) as a result of being a transferee, party to any agreement or any express or implied obligation to indemnify any other Person.

(ii) “Tax Returns” means any report, return, declaration, claim for refund, information report or return or statement required to be supplied to a Taxing Authority in connection with Taxes, including any schedule or attachment thereto or amendment thereof.

(jj) “Trade Payables” means all trade payables incurred by the Debtors in the ordinary course of business.

1.2 Cross References. Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Agreement	Preamble
Allocation Schedule	2.7(b)
Approval Hearing	6.3(c)(vi)
Approval Order	6.3(f)
Assignment and Assumption Agreement	2.9(b)
Assumed Contracts	2.1(b)
Assumed Contracts A/R	2.1(d)
Assumed Liabilities	2.4
Auction	6.3(c)
Back-up Bid	6.3(c)(vi)
Bankruptcy Cases	Recitals
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bid	6.3(b)(i)
Bid Assessment Criteria	6.3(c)(i)
Bid Deadline	6.3(b)(i)
Bidder	6.3(b)(i)

Term	Section
Bidding Procedures	6.3(a)
Bidding Procedures Order	6.3(a)
Business	Recitals
Closing	2.8
Contemplated Transaction Documents	6.3(c)(i)
Debtors	Preamble
Deposit	2.7(a)
End Date	9.1(b)
Excluded Assets	2.2
Excluded Liabilities	2.5
Lot Bid	6.3(b)(ii)(A)
Minimum Initial Overbid	6.3(b)(ii)(G)
Missing Assets	2.7(c)
Modified APA	6.3(b)(ii)(A)
Notice Parties	6.3(b)(i)
Opening Bid	6.3(c)(i)
Overbid	6.3(c)(v)
Party or Parties	Preamble
Petition Date	Recitals
Purchase Price	2.7(a)
Purchased Assets	2.1
Purchaser	Preamble
Qualified Bid	6.3(b)(ii)
Qualified Bidder	6.3(b)(ii)
Reimbursement Demand	2.7(c)
Round Leading Bid	6.3(c)(v)
Sale and Bidding Procedures Motion	6.3(a)
Seller	Preamble
Subsequent Overbid Increment	6.3(c)(v)(A)
Successful Bid	6.3(c)(v)
Successful Bidder	6.3(c)(vi)
Tax Claim	7.1
Taxing Authority	1.1(gg)
Termination Date	6.3(b)(ii)(B)
Term Sheet	2.2(h)
Transactions	Recitals
Transfer Taxes	7.2

2. Purchase and Sale.

2.1 Purchase and Sale. Subject to the terms and conditions set forth in this Agreement and the Approval Order, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, all right, title and interest of Seller as of the Closing Date in and to all of Seller's and Debtors' properties and assets, real, personal or mixed, tangible and intangible, of

every kind and description, wherever located and whether or not carried or reflected on the books and records of Seller, that are listed in subsections (a) - (l) below, other than the Excluded Assets (the "Purchased Assets"), free and clear of all Liens (other than the Assumed Liabilities and Permitted Encumbrances). The cost of collecting and removing the Purchased Assets from their various locations shall be borne by Purchaser; *provided, however*, Seller shall, at her cost, use commercially reasonable efforts to assist Seller's efforts by enforcing the terms of this Agreement and the Approval Order against third parties. Subject to Section 2.2, the Purchased Assets purchased hereunder shall include the following:

(a) the Acquired Owned Real Property set forth on Schedule 2.1(a); provided Purchaser may advise Seller of any deletions to Schedule 2.1(a) prior to the Closing Date;

(b) all rights of Seller under the executory contracts and unexpired leases of Seller that are set forth on Schedule 2.1(b) not previously rejected pursuant to section 365 of the Bankruptcy Code (collectively, the "Assumed Contracts"); provided Purchaser may advise Seller of any deletions to Schedule 2.1(b) prior to the Closing Date;

(c) all inventory, including, without limitation, that set forth on Schedule 2.1(c), including, but not limited to, propane, gasoline, kerosene, diesel, diesel exhaust fluid, retail and wholesale inventory for sale or distribution of any kind except to the extent contained in an Excluded Asset;

(d) any accounts receivable and all proceeds arising therefrom arising from and after the Petition Date and out of or in connection with the Assumed Contracts (collectively, the "Assumed Contracts A/R");

(e) all tangible personal property and intangible property whether located on Acquired Owned Real Property, Leased Real Property, other real property, in transit, or in the possession of any Person, including, but not limited to, all machinery, equipment, storage tanks and vessels, pumps, dispensers, displays, spare parts, signage, industry memorabilia, tools, vehicles, computers (but excluding laptops), mobile phones, personal digital assistants, computer equipment (but excluding laptops), hardware, peripherals, information technology infrastructure, telephone systems, furniture, fixtures, furnishings, office supplies, production supplies, other miscellaneous supplies and other tangible personal property of any kind, including, without limitation, that set forth on Schedule 2.1(e);

(f) all Permits set forth on Schedule 2.1(f) to the extent the same may be assigned consistent with their terms;

(g) all Intellectual Property Rights, including, without limitation, the items set forth on Schedule 2.1(g); provided that Purchaser may advise Seller of

any additions or deletions to Schedule 2.1(g) within two (2) Business Days before the Approval Hearing;

(h) all cars, trucks, trailers, forklifts, other industrial vehicles, other motor vehicles, and boats and watercrafts whether powered or unpowered, including, without limitation, those set forth on Schedule 2.1(h), and any personal property located on or within such vehicles, boats and watercrafts;

(i) all deposit or prepaid charges and expenses paid exclusively in connection with or relating exclusively to any Purchased Asset;

(j) all books, records, files and papers of Seller relating to the Business or the Purchased Assets, including equipment logs, service books and records, operating guides and manuals, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and records (all in the state in which such records and information currently exist), provided that Seller shall be entitled to access such books, records, files, computer systems, and papers with reasonable notice;

(k) all goodwill directly arising from, related to or resulting from the Business; and

(l) All Lots of Purchased Assets set forth in Section 6.3(c)(iv)(1) – (18) of this Agreement.

2.2 Excluded Assets. Notwithstanding any other provision of this Agreement to the contrary, the following assets (the “Excluded Assets”) shall not be transferred, conveyed, sold or assigned to Purchaser, and the Purchased Assets shall not include any of the following assets of Debtors or Seller:

(a) all cash, cash equivalents and bank deposits (including, without limitation, deposits posted as collateral for letters of credit) or similar cash items;

(b) all deposit or prepaid charges and expenses paid exclusively in connection with or relating exclusively to any Excluded Assets;

(c) any accounts receivable and all proceeds of Seller other than the Assumed Contracts A/R;

(d) all of the Seller’s rights under this Agreement and/or other documents and agreements executed in connection with the Transactions contemplated herein;

(e) any and all right, title, leasehold interest, leases and any other interest in and with respect to the following property (collectively known as the “Wo-Go Stations”): (i) Molly’s Convenience Store and Wo-Go located at 35 Doe Run Road, Manheim, PA 17545; (ii) the Ephrata Wo-Go & Pacific Pride, located at 1634 W. Main Street, Ephrata, PA 17522; (iii) the Lancaster Wo-Go & Pacific

Pride, located at 202 Greenfield Road, Lancaster, PA 17602; (iv) the Lititz Wo-Go and bulk underground storage facility, located at 746 Rothsville Road, Lititz, PA 17543; (v) the Harrisburg Wo-Go Station and bulk underground storage facility, located at 854 South 16th Street, Harrisburg, PA 17104; (vi) the Elizabethtown Pacific Pride, located at 101 East Cherry Street, Elizabethtown, PA 17022; and (vii) the Mount Joy Pacific Pride, located at 30 Orchard Road, Mount Joy, PA 17552;

(f) all tangible personal property associated with the Wo-Go Stations, including, but not limited to, all machinery, equipment, storage tanks and vessels, pumps, dispensers, displays, spare parts, signage, industry memorabilia, tools, vehicles, computers, mobile phones, personal digital assistants, computer equipment, hardware, peripherals, information technology infrastructure, telephone systems, furniture, fixtures, furnishings, office supplies, production supplies, other miscellaneous supplies and other tangible personal property of any kind, including, without limitation, that set forth on Schedule 2.2(f);

(g) all intercompany obligations, liabilities and indebtedness between the Debtors including, but not limited to, any and all promissory notes between the Debtors, any Affiliates and/or insiders and any note indebtedness owed to Debtors by any Affiliates or insiders;

(h) any (i) confidential personnel and medical records pertaining to any Employee of the Debtors; (ii) other books and records that Trustee determines are necessary or advisable to retain including, without limitation, Tax Returns, financial statements, and corporate or other entity filings; provided, however, that Purchaser shall have the right to make copies of any portions of such retained books and records that relate to the Debtors or any of the Purchased Assets; (iii) minute books, stock or membership interest records and corporate seals; and (iv) documents relating to proposals to acquire the Purchased Assets by Persons other than Purchaser;

(i) all Tax losses and Tax loss carry forwards of the Debtors and the rights to receive Tax refunds, credits and credit carry forwards with respect to any Taxes of the Debtors;

(j) any claim, right or interest of the Seller and the Debtors in or to any refund, rebate, abatement or other recovery for Taxes of the Debtors, together with any interest due thereon or penalty rebate arising therefrom, and all Tax credits and other Tax attributes of the Debtors, for the Pre-Closing Tax Period, but only to the extent the Tax in respect of which such refund or reimbursement is made was not borne by Purchaser or any of its Affiliates;

(k) all insurance policies or rights to proceeds thereof relating to the Purchased Assets;

(l) any stock or other equity interests in Debtors or any subsidiaries or Affiliates of the Debtors;

(m) all claims, actions, liabilities, debts, demands, damages and causes of action, whatsoever, whether in law or in equity, whether known or unknown, which the Seller and/or the Debtors have, may have had, may have in the future accrue to them, arising out of or in connection with, in whole or in part, and relating to the Debtors including, any and all claims, actions, liabilities, debts, demands, damages and causes of action against any of the Debtors' subsidiaries, Affiliates, predecessors and successors in interest, insiders, members, managers, officers, directors, shareholders, investors, employees, representatives, professionals, consultants, accountants, servants, attorneys or other agents;

(n) all avoidance actions and other causes of action under the Bankruptcy Code or similar state insolvency law;

(o) all assets, fixtures, furniture, machinery, equipment, properties, interests and rights of the Seller or the Debtors which were previously sold, transferred, conveyed, including, but not limited to, the assets of Debtor Ranck Plumbing, Heating & Air Conditioning, Inc., or otherwise abandoned; and

(p) all laptops.

2.3 **"AS IS, WHERE IS" SALE.**

(a) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN **SECTION 3** BELOW, THE PURCHASED ASSETS ARE BEING SOLD IN AN "AS IS" CONDITION, ON A "WHERE IS" BASIS AND "WITH ALL FAULTS" AS OF THE CLOSING DATE (AS DEFINED BELOW), AND SUCH SALE IS WITHOUT RECOURSE, REPRESENTATION, OR WARRANTY OF ANY KIND TO OR BY THE SELLER, WHETHER EXPRESS, IMPLIED OR IMPOSED BY LAW, WHICH RECOURSE, REPRESENTATIONS, AND WARRANTIES (EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN **SECTION 3** BELOW) ARE HEREBY EXPRESSLY DISCLAIMED BY PURCHASER.

(b) PURCHASER ACKNOWLEDGES THAT IT IS FULLY RELYING ON ITS OWN (OR ITS REPRESENTATIVES') INSPECTIONS, EXAMINATIONS AND EVALUATIONS OF THE REAL ESTATE AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) THAT MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY THE DEBTORS OR SELLER OR ANY OF THEIR RESPECTIVE REPRESENTATIVES, AGENTS OR ATTORNEYS. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS (OR PURCHASER'S REPRESENTATIVES HAVE), OR PRIOR TO THE CLOSING DATE WILL HAVE, THOROUGHLY INSPECTED AND EXAMINED THE REAL ESTATE TO THE EXTENT DEEMED

NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE THE CONDITION OF THE REAL ESTATE AND ALL OTHER ASPECTS OF THE REAL ESTATE (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE REAL ESTATE), AND PURCHASER ACKNOWLEDGES THAT PURCHASER IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE REAL ESTATE AND IS QUALIFIED TO MAKE SUCH INSPECTION, EXAMINATION AND EVALUATION. AS A MATERIAL PART OF THE CONSIDERATION OF THIS AGREEMENT AND THE PURCHASE OF THE ACQUIRED OWNED REAL PROPERTY, PURCHASER HEREBY AGREES TO ACCEPT THE ACQUIRED OWNED REAL PROPERTY ON THE CLOSING DATE IN ITS "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS AND, WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, THE PARTIES AGREE THAT THE SALE OF THE ACQUIRED OWNED REAL PROPERTY IS WITHOUT ANY WARRANTY, AND THAT THE SELLER AND DEBTORS HAVE NOT MADE ANY, AND EXPRESSLY AND SPECIFICALLY DISCLAIM ANY AND ALL, REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW OR RELATING TO THE ACQUIRED OWNED REAL PROPERTY, INCLUDING, WITHOUT LIMITATION, OF OR RELATING TO: (A) THE OWNERSHIP, USE, INCOME, POTENTIAL, EXPENSES, OPERATION, CHARACTERISTICS OR CONDITION OF THE ACQUIRED OWNED REAL PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC PURPOSE OR A PARTICULAR PURPOSE; (B) THE NATURE, MANNER, OR CONDITION (PHYSICAL, STRUCTURAL OR OTHERWISE) OF THE ACQUIRED OWNED REAL PROPERTY, OR THE SURFACE OR SUBSURFACE THEREOF, WHETHER OR NOT OBVIOUS, VISIBLE OR APPARENT; (C) THE ENVIRONMENTAL CONDITION OF THE ACQUIRED OWNED REAL PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS, OR THE COMPLIANCE OF THE ACQUIRED OWNED REAL PROPERTY WITH ALL REGULATIONS OR LAWS PERTAINING TO HEALTH OR THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL LAWS; AND (D) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON OR UNDER THE ACQUIRED OWNED REAL PROPERTY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

2.4 Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, Purchaser agrees, effective at the time of the Closing, to assume, pay, perform and discharge, promptly when payment or performance is due or required, the liabilities

and obligations of Seller or the Business related to or arising under all (i) Purchased Assets, including, without limitation, the Assumed Contracts, Permits, and Intellectual Property Rights, that accrue after the Closing, (ii) liabilities related to the Permitted Encumbrances, (iii) one half of the Transfer Taxes, and (iv) any and all liabilities for Taxes, if any, attributable to Purchaser's ownership of the Purchased Assets after the Closing Date (collectively, the "Assumed Liabilities") in each case, but in no event to include any Liabilities or obligations of any Debtor or its Affiliates that relate to any breach of representation, warranty, covenant or agreement that arose on or prior to the Closing Date.

2.5 Excluded Liabilities. Notwithstanding any other provision of this Agreement to the contrary, Purchaser is assuming only the Assumed Liabilities and is not assuming any other Claim against or obligation of Seller or Debtors of whatever nature, whether presently in existence or arising hereafter. All such other Claims and obligations, whether known or unknown, direct or contingent, in litigation or threatened, or not yet asserted, shall be retained by and remain obligations and Liabilities of Seller or Debtors (all such Liabilities and obligations not being assumed being herein referred to as the "Excluded Liabilities"). Without limiting the generality of the foregoing, the Excluded Liabilities shall include the following:

- (a) all Liabilities related to any Excluded Assets;
- (b) Trade Payables;
- (c) all Liabilities for (i) Taxes of Seller and (ii) any Taxes relating to or arising from the Business or one or more Purchased Assets for any Pre-Closing Tax Periods, provided that this shall exclude Transfer Taxes, which are addressed in Section 7.2;
- (d) all Post-Retirement Liabilities;
- (e) all Employee Benefit Plans and all Liabilities thereunder; and
- (f) any Liability based on successor liability theories, including, without limitation, product liability claims.

2.6 Assumption/Assignment of Contracts and Rights.

(a) To the maximum extent permitted by the Bankruptcy Code, the Assumed Contracts shall be assumed by Seller and assigned to Purchaser at the Closing pursuant to Section 365 of the Bankruptcy Code. If such assignment is not effectuated pursuant to the Approval Order, Seller shall, at the request of Purchaser, seek an Order from the Bankruptcy Court after the Closing Date to assign such Assumed Contract to Purchaser. All Cure Costs relating to the Assumed Contracts shall be paid by Seller.

(b) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Assumed Contract that, after giving effect to the provisions of Section 365 of the Bankruptcy Code, is not

assignable or transferable without the consent of any Person, other than the Debtors, Seller and Purchaser, to the extent that such consent shall not have been given prior to the Closing, provided, however, that the Seller and Debtors shall use, whether before or after the Closing, reasonable efforts to obtain all necessary consents to the assignment and transfer thereof.

2.7 Consideration; Allocation of Consideration.

(a) In addition to the assumption of the Assumed Liabilities, the aggregate consideration (the "Purchase Price") for the sale, transfer and delivery of the Purchased Assets, at the Closing, shall be Ten Million Six Hundred Seventy Thousand Dollars (\$10,670,000) payable as follows: (i) Eight Hundred Sixty-Two Thousand Five Hundred Dollars (\$862,500) (the "Deposit") payable upon the execution of this Agreement and (ii) Nine Million Eight Hundred Seven Thousand Five Hundred Dollars (\$9,807,500) payable at the Closing.

(b) Purchaser and Seller agree that the Purchase Price, applicable Assumed Liabilities and other relevant items shall be allocated in accordance with the allocation schedule (the "Allocation Schedule") to be mutually determined by Purchaser and Seller on or before the Closing. Purchaser and Seller shall (and shall cause their respective Affiliates to) file all Tax Returns (including IRS Form 9954) and other Tax-related information reports in a manner consistent with the Allocation Schedule and not take any position inconsistent with such Allocation Schedule in any Tax-related audit, examination or other proceeding (whether administrative or judicial) unless required by applicable Law. If any Party receives any notice from a Taxing Authority in respect of an audit, examination or other proceeding (whether administrative or judicial) regarding any allocation of the Purchase Price or otherwise proposing an allocation different from the Allocation Schedule, such Party shall notify the other Parties of such notice and provide such other Parties with a copy of such notice, and the Parties hereto shall cooperate with each other in good faith regarding the resolution of any such matter.

(c) Following the Approval Hearing and up to Closing, Purchaser shall inspect the Purchased Assets, including, without limitation, the vehicles, to confirm that they are present and accounted for, provided that Purchaser shall have up to thirty (30) days after the Closing (the "Inventory Expiration Date") to count the fuel inventory and further provided that a Seller representative must be present at all times during Purchased Assets inspection, including, without limitation, during vehicles and fuel inventory counts. Purchaser shall provide to Seller a written count of the vehicles at Closing and of the fuel inventory on or prior to the Inventory Expiration Date (collectively the "Inventory Count"). Seller shall have up to ten (10) business days after the Inventory Expiration Date to investigate the Inventory Count (the expiration of such ten (10) business day period is referred to as the "Adjustment Date"). If Seller agrees with the Inventory Count, or fails to oppose the Inventory Count on or before the Adjustment Date, the Inventory Count shall be deemed final (the "Final Inventory Count"). If Seller opposes the Inventory Count, it shall notify Purchaser in writing prior to the Adjustment Date, and

describe its opposition in reasonable detail. If Purchaser and Seller resolve such opposition, the Inventory Count shall be deemed to be a Final Inventory Count upon such resolution. If Purchaser and Seller are unable to resolve Seller's opposition to the Inventory Count, either party may submit its claim to the Bankruptcy Court for disposition as its sole means of recourse. The Inventory Count shall be deemed to be a Final Inventory Count upon such resolution.

(d) If the Final Inventory Count indicates that there are vehicles or fuel inventory that are listed on Schedule 2.1(h) and Schedule 2.1(c), respectively, but are missing ("Missing Assets") with an aggregate value determined in good faith that exceeds Thirty Thousand Dollars (\$30,000), Seller shall reimburse Purchaser and credit against the Purchase Price the aggregate value of such Missing Assets that exceeds Thirty Thousand Dollars (\$30,000) promptly after the Final Inventory Count is determined. If the Inventory Count indicates that there are vehicles or fuel inventory wherever located that are not listed on Schedule 2.1(h) and Schedule 2.1(c), respectively (the "Additional Assets") with an aggregate value determined in good faith that exceeds Thirty Thousand Dollars (\$30,000), the Purchase Price shall be increased by the aggregate value of such Additional Assets that exceeds Thirty Thousand Dollars (\$30,000) and Purchaser shall pay such increase to Seller promptly after the Final Inventory Count is determined.

2.8 Closing. The closing (the "Closing") of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities shall take place at the offices of Fox Rothschild LLP, 2000 Market Street, 20th Floor, Philadelphia, PA 19103-3222 on September 25, 2018, or at such other time or place as Purchaser and Seller may agree. The Parties may mutually agree to consummate the Closing electronically.

2.9 Deliveries by Seller. At the Closing, Seller will deliver or cause to be delivered to Purchaser (unless delivered previously) the following:

- (a) the Approval Order;
- (b) a Bill of Sale, Assignment and Assumption Agreement duly executed by Seller;
- (c) duly executed quitclaim deeds transferring fee simple title to the Acquired Owned Real Property to Purchaser, in form and substance reasonably satisfactory to Purchaser;
- (d) originals (or, to the extent originals are not available, copies) of all Assumed Contracts (together with all material amendments, supplements or modifications thereto);
- (e) physical possession of all of the Purchased Assets capable of passing by delivery, with the intent that title in such Purchased Assets shall pass by and upon delivery;

(f) a duly executed assignment agreement or agreements transferring the Intellectual Property Rights to Purchaser, in form and substance reasonably satisfactory to Purchaser;

(g) an affidavit from Seller, sworn under penalty of perjury and dated as of the Closing Date, in form and substance satisfactory to Purchaser, issued pursuant to Section 1445 of the Code and the Treasury regulations thereunder stating that Seller is not a foreign person as defined in Section 1445 of the Code;

(h) certificates of title and title transfer documents to all titled motor vehicles included within the Purchased Assets; and

(i) all other documents, instruments and writings reasonably requested by Purchaser to be delivered by Seller at or prior to the Closing pursuant to this Agreement, in each case in form and substance reasonably acceptable to Seller.

2.10 Deliveries by Purchaser. At the Closing, Purchaser will deliver or cause to be delivered to Seller (unless previously delivered) the following:

(a) any unpaid portion of the Purchase Price;

(b) the Assignment and Assumption Agreement, duly executed by Purchaser; and

(c) all other documents, instruments and writings reasonably requested by Seller to be delivered by Purchaser at or prior to the Closing pursuant to this Agreement.

3. Representations and Warranties of Seller. Subject to the terms, conditions and limitations set forth in this Agreement, Seller hereby represents and warrants to Purchaser as of the date of this Agreement as follows:

3.1 Power. Subject to the entry of an Approval Order (as defined below) by the Bankruptcy Court, Seller has full legal capacity, right, power and authority to enter into this Agreement.

3.2 Authorization. The execution, delivery and performance by Seller of this Agreement and the consummation of the Transactions are within Seller's powers and have been duly authorized by all necessary actions on the part of Seller. Subject to entry by the Bankruptcy Court of the Bidding Procedures Order and the Approval Order in the Bankruptcy Cases, this Agreement constitutes a valid and binding agreement of Seller that is enforceable in accordance with its terms.

3.3 Governmental Authorization. The execution, delivery and performance by Seller of this Agreement and the consummation of the Transactions by Seller require no action by or in respect of, or filing with, any Governmental Authority other than consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court.

3.4 Non-contravention. Subject to entry by the Bankruptcy Court of the Bidding Procedures Order and the Approval Order in the Bankruptcy Cases, the execution, delivery and performance by Seller of this Agreement and the consummation of the Transactions do not and will not, to the Knowledge of Seller (a) assuming compliance with the matters referred to in Section 3.3, violate any applicable Law or (b) result in the creation or imposition of any Lien on any Purchased Asset, except for Assumed Liabilities, Permitted Encumbrance, or Liens that will be released at or prior to Closing.

3.5 Consents. Except as disclosed on Schedule 3.5 (which may be modified prior to the Closing Date), and except for consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court, to the Knowledge of Seller, there is no agreement or other instrument binding upon Seller requiring a consent or other action by any Person as a result of the execution, delivery and performance of this Agreement. Notwithstanding the foregoing, nothing set forth herein shall affect any right of the Seller to assume and assign the agreements listed on Schedule 3.5 pursuant to Section 365 of the Bankruptcy Code.

3.6 Litigation. Except as disclosed on Schedule 3.6 and except for the Bankruptcy Cases, as of the date hereof, there is no action, suit, investigation or legal or administrative proceeding pending or, to the Knowledge of Seller, threatened against or affecting, the Purchased Assets (by any Governmental Authority or Person), including real estate tax assessment appeals, which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Transactions.

3.7 Permits. Schedule 2.1(f) sets forth a list of all Permits required to conduct and operate the Business in a manner consistent with the pre-Petition Date practices of the Debtors. Except as set forth on Schedule 3.7, to the Knowledge of the Seller, no written notice of violation of any Permit has been received from any Governmental Authority, and no proceeding is pending seeking to revoke or limit any such Permit.

3.8 Compliance with Laws and Court Orders. Seller is not in material violation of any Law applicable to the Purchased Assets or the conduct of the Business.

3.9 Intellectual Property Rights. To the Knowledge of Seller, (a) Schedule 2.1(g) sets forth an accurate and complete list of all registered Intellectual Property Rights included in the Purchased Assets, and (b) there are no outstanding challenges to the ownership and use by Seller of the Intellectual Property Rights, nor any alleged infringements of such Intellectual Property Rights by third parties. To the Knowledge of Seller, none of the Intellectual Property Rights included in the Purchased Assets has been licensed by Seller to any other Person.

3.10 Environmental Matters. To the Knowledge of Seller, and other than as described on Schedule 3.10: (a) neither the Seller nor the Debtors have received any notice from any Governmental Authority or third party of any violation of or failure to comply with any Environmental Laws with respect to the Acquired Owned Real Property which remains uncorrected, or of any obligation to undertake or bear the cost of any remediation with respect to the Acquired Owned Real Property which remains unperformed, and

(b) the Acquired Owned Real Property is in compliance, in all respects, with applicable Environmental Laws.

3.11 Real Property. Schedule 2.1(a) sets forth the address and description of all Acquired Owned Real Property. With respect to each parcel of Acquired Owned Real Property, to the Knowledge of Seller and except as set forth on Schedule 2.1(a), (a) there are no leases, subleases, licenses, concessions, or other agreements, written or oral, granting to any Person the right of use or occupancy of any portion of such Acquired Owned Real Property; (b) there are no outstanding options, rights of first offer or rights of first refusal to purchase such Acquired Owned Real Property (other than the right of Purchaser pursuant to this Agreement), or any portion thereof or interest therein; and (c) there are no condemnation or eminent domain proceedings pending or threatened with respect to all or any part of the Acquired Owned Real Property.

3.12 Employment Matters and Employee Benefits. To the Knowledge of Seller, (a) Schedule 3.12 sets forth a complete and accurate list of Seller's Employee Benefit Plans; (b) with respect to each Employee Benefit Plan, all payments, premiums, contributions, distributions, reimbursements or accruals for all periods (or partial periods) ending prior to or as of the Closing Date have been timely made in accordance with the terms of the applicable Employee Benefit Plan and applicable Law; (c) there are no pending audits or investigations by any Governmental Authority involving any Employee Benefit Plan, and there are no pending or threatened claims (except for individual claims for benefits payable in the normal operation of the Employee Benefit Plans), suits or proceedings involving any Employee Benefit Plan, any trust or other funding medium thereof, fiduciary thereof or service provider thereto, nor is there any reasonable basis for any such claim, suit or proceeding; and (d) the Debtors have performed all material obligations required to be performed by them and are not in any material respect in default under or in violation of any Employee Benefit Plan, nor has there been any such material default or violation by any other party to any Employee Benefit Plan.

3.13 Taxes. To the Knowledge of Seller, all Tax Returns (including any IRS Forms W-2 or Forms 1099) required to be filed by or on behalf of the Debtors (or any predecessor of the Debtors) and all Tax Returns required to be filed in respect of any Purchased Asset have been timely filed; *provided, however*, Seller makes no representations regarding the accuracy of such Tax Returns.

3.14 Sufficiency of and Title to the Purchased Assets. Seller will have at Closing good and marketable title to, or a valid leasehold interest in (or license or other right to use), all the Purchased Assets.

3.15 Insurance. As of the date hereof, to the Knowledge of Seller, all material property and liability insurance policies set forth on Schedule 3.15 are in full force and effect, and no written notice of cancellation, termination or revocation or other written notice that any such insurance policy is no longer in full force or effect or that the issuer of any such insurance policy is not willing or able to perform its obligations thereunder has been received by Seller. All premiums due and payable on such insurance policies have been paid in full.

3.16 Service of Bankruptcy Documents. Seller shall appropriately and timely serve all parties in interest with copies of the Sale and Bidding Procedures Motion and applicable notices as may be required by the Federal Rules of Bankruptcy Procedure and Local Rules of the Bankruptcy Court.

3.17 Certain Fees. No agent, broker, investment banker or other person or firm acting on behalf of Seller or the Debtors, or under her or their authority is or will be entitled to any broker's or finder's fee or any other commission or similar fee or the reimbursement of expenses, directly or indirectly, from Seller in connection with this Agreement or the Transactions.

Except as specifically set forth in this Section 3, Seller does not make any representations or warranties of any kind to Purchaser.

4. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as follows:

4.1 Organization. Purchaser is a Delaware limited liability company duly organized, validly existing and in good standing and has all requisite authority to carry on its business.

4.2 Corporate Authorization. The execution, delivery and performance by Purchaser of this Agreement and the consummation of the Transactions are within the requisite power and authority of Purchaser and have been duly authorized by all necessary actions on the part of Purchaser. This Agreement constitutes a valid and binding agreement of Purchaser that is enforceable in accordance with its terms.

4.3 Governmental Authorization. The execution, delivery and performance by Purchaser of this Agreement and the consummation of the Transactions by Purchaser require no action by or in respect of, or filing with, any Governmental Authority other than (a) consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court, and (b) any such action or filing as to which the failure to make or obtain would not have a material effect on Purchaser or its ability to close the Transactions.

4.4 Non-contravention. Neither the execution and delivery of this Agreement nor the consummation of the Transactions will (a) conflict with or result in any breach of any provision of organizational documents of Purchaser; (b) require any filing with, or the obtaining of any Permit, authorization, consent or approval of, any Governmental Authority; (c) violate, conflict with or result in a default (or any event which, with notice or lapse of time or both, would constitute a default) under, or give rise to any right of termination, cancellation or acceleration under, any of the terms, conditions or provisions of any note, mortgage, other evidence of indebtedness, guarantee, license, agreement, lease or other contract, instrument or obligation to which Purchaser is a party or by which Purchaser or any of its assets may be bound; or (d) violate any Law applicable to Purchaser, excluding from the foregoing clauses (b), (c) and (d) such requirements, violations, conflicts, defaults or rights (i) which would not adversely affect the ability of Purchaser to

consummate the Transactions, or (ii) which become applicable as a result of any acts or omissions by, or the status of or any facts pertaining to, Seller.

4.5 Litigation. There is no action, suit, investigation or proceeding pending against or, to the knowledge of Purchaser, threatened against or affecting Purchaser before any Governmental Authority which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Transactions.

4.6 Adequacy of Funds. Purchaser has and at the time of Closing will have available to it on an unconditional basis cash proceeds in an amount sufficient to satisfy its monetary and other obligations under this Agreement, including, without limitation, the obligation to pay the Purchase Price in accordance herewith.

5. Covenants of Seller. Seller agrees that:

5.1 Access to Information. From the date hereof until the earlier of the termination of this Agreement pursuant to Section 9.1 or the Closing Date, Seller shall reasonably afford to Purchaser and its counsel, accountants and other representatives, access (at reasonable times during normal business hours) to and all properties, books, accounts, records and documents of, or relating to, the Business.

5.2 Sales of De Minimis Assets. From the execution of the Term Sheet through the Closing Date, Seller shall cease all asset sales, including *de minimis* asset sales, through the Bankruptcy Court or otherwise.

5.3 Notices of Certain Events. Seller shall promptly notify Purchaser of:

(a) any notice or other written communication from any Person alleging that the consent of such Person is or may be required in connection with the consummation of the Transactions;

(b) any material written communication from any Governmental Authority in connection with or relating to the Transactions; and

(c) the commencement of any actions, suits, investigations or proceedings relating to Seller, the Debtors, any Purchased Asset or the Business that, if pending on the date of this Agreement, would have resulted in a breach of any representation contained in Section 3.

6. Covenants of Purchaser and Seller. Purchaser and Seller agree that:

6.1 Efforts; Further Assurances. Subject to the terms and conditions of this Agreement, Purchaser and Seller will use their respective commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable Laws to consummate the Transactions contemplated by this Agreement. Seller and Purchaser agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary in order

to vest in Purchaser good title to the Purchased Assets or to evidence the assumption by Purchaser of the Assumed Liabilities.

6.2 Certain Filings. Seller and Purchaser shall cooperate with one another in good faith (a) in determining whether any action by or in respect of, or filing with, any Governmental Authority is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any Assumed Contracts or Intellectual Property Rights, in connection with the consummation of the Transactions, and (b) in taking such actions or making any such filings, furnishing information required in connection therewith and seeking to timely obtain any such actions, consents, approvals or waivers.

6.3 Bankruptcy Issues.

(a) Filing of Sale and Bidding Procedures Motion. Within three (3) Business Days of the date of this Agreement, Seller shall file with the Bankruptcy Court a motion (the "Sale and Bidding Procedures Motion") seeking, among other things, the entry of (i) the Approval Order, and (ii) an Order (the "Bidding Procedures Order") approving the bidding and auction procedures set forth in Sections 6.3(b) and (c) (the "Bidding Procedures").

(b) Bidding Procedures. In the Sale and Bidding Procedures Motion, Seller shall seek, among other things, approval of the following Bidding Procedures, which shall be incorporated into the Bidding Procedures Order:

(i) Bidding Deadline. Any third party (other than Purchaser) (a "Bidder") must submit a bid (the "Bid") in accordance with the terms of the Bidding Procedures so that the Bid is actually received by each of the Notice Parties no later than 10:00 a.m. (prevailing Eastern time) on September 13, 2018 (the "Bid Deadline"). Written copies of all Bids shall be delivered by the Bid Deadline to: (A) counsel to Seller, Fox Rothschild LLP, 2000 Market Street, 20th Floor, Philadelphia, PA 19103-3222, Attn: Michael Menkowitz, Esq., mmenkowitz@foxrothschild.com; (B) counsel to the Purchaser, Vedder Price P.C., 222 N. LaSalle Street, Chicago, IL 60601, Attn: Michael M. Eidelman, Esq., meidelman@vedderprice.com; and (C) counsel to Fulton Bank, N.A., Reed Smith LLP, 3 Logan Square, Suite 3100, 1717 Arch Street, Philadelphia, PA 19103, Attn: Brian M. Schenker; (D) (collectively, the "Notice Parties"). A Bid received after the Bid Deadline shall not constitute a Qualified Bid. A Bid shall be delivered to all Notice Parties at the same time. Seller shall deliver to the Notice Parties, at least forty-eight (48) hours prior to the Auction, written confirmation from the Seller that she has a good faith basis to believe the Bidder has a sufficient commitment for financing pursuant to Section 6.3(b)(ii)(D) hereof. Interested Bidders requesting information about the qualification process, including a copy of this Agreement, and information in connection with their due diligence, should contact Seller's counsel at the above address.

(ii) Designation as Qualified Bidder. To participate in the Auction, a Bidder must submit a Bid that is determined by Seller to satisfy each of the following conditions (a “Qualified Bid” and the entity submitting such Qualified Bid, a “Qualified Bidder”):

(A) Written Submission of Modified APA and Commitment to Close. Bidders must submit a Bid by the Bid Deadline in the form of an executed mark-up of this Agreement (each a “Modified APA”) reflecting such Bidder’s proposed changes to this Agreement (together with a blackline of the Modified APA against this Agreement), and a written and binding commitment to close on the terms and conditions set forth therein. Seller may discuss the Modified APA of any Bidder after submission with such Bidder including, for clarification, the terms and conditions of the Modified APA. Each Modified APA shall (I) have substantially similar terms and conditions (provided that no Bid other than this Agreement may provide for payment of any break-up fee, expense reimbursement, or similar type of payment) as this Agreement except with higher and better consideration; and (II) contain terms and conditions in the aggregate no less favorable to the Debtors’ estates than the terms and conditions in this Agreement; provided, however, the Seller shall have the sole discretion to sell the Debtors’ assets in the lots described in Section 6.3(c)(iv) (each, a “Lot Bid”) in accordance with the Bidding Procedures Order and the Bidding Procedures. In order for a Modified APA to be deemed a Qualified Bid, it must provide for the acquisition of all of the Purchased Assets or contain a Lot Bid;

(B) Irrevocable. A Bid must be irrevocable until four (4) Business Days after entry of the approval order, 2018 (the “Termination Date”);

(C) Contingencies. A Bid may not be conditioned on obtaining financing or any internal approval or on the outcome or review of due diligence. Any other contingencies associated with a Bid may not, in the aggregate, be materially more burdensome than those set forth in this Agreement;

(D) Financing Sources and Evidence of Financial Ability to Close. A Bid must identify the actual Bidder and owners and ultimate parent company of the Bidder and contain written evidence of a commitment for financing or other evidence of the ability to fund and consummate the Sale on or before a closing date satisfactory to Seller with appropriate contact information for such financing or funding sources;

(E) No Fees Payable to Bidder. A Bid may not request, be conditioned on or otherwise entitle the Bidder (other than Purchaser) to any break-up fee, expense reimbursement or similar type of payment. A Bidder shall be deemed to waive the right to pursue a substantial

contribution claim under 11 U.S.C. § 503 related in any way to the submission of its bid or the Bidding Procedures;

(F) Good-Faith Deposit. Each Bid must be accompanied by a cash deposit in an amount equal to ten (10%) percent in cash of the cash and the value of the non-cash purchase price allocated to the Purchased Assets under the Modified APA, which shall be paid to Seller to be held in an escrow account established at United Bank, ABA Number 211170318; Account No. 710000007408; Name: Worley & Obetz, Inc.; Reference – Christine C. Shubert, Trustee in accordance with the Bidding Procedures;

(G) Minimum Initial Overbid. The aggregate consideration in a Bid must have (I) a cash purchase price for the Purchased Assets of the amount payable for the Purchased Assets under this Agreement, being Eight Million One Hundred Thousand Dollars (\$8,100,000), plus (II) the amount of the Bid Protection, plus (III) the amount of the Break-Up Fee (the “Minimum Initial Overbid”);

(H) List of Executory Contracts and Unexpired Leases. Each Bid must be accompanied by a list of Debtors’ executory and unexpired leases that the Bidder desires to assume and a packet of information, including financial information, that will be provided to the non-Debtor parties to such executory contracts and unexpired leases sufficient to demonstrate adequate assurance of future performance; and

(I) Fulton Bank. Notwithstanding anything set forth hereunder, Fulton Bank, N.A. shall automatically be deemed to be a Qualified Bidder hereunder without taking any actions otherwise required to be taken under this Section 6.3, shall have consultation rights throughout the Bid process, shall have the right to attend and participate at the Auction without having submitted a Qualified Bid, and shall be a third-party beneficiary to the Bid procedure in the same way as Purchaser. Notwithstanding anything set forth hereunder, nothing herein shall alter or modify the rights of Fulton Bank, N.A. under section 363(k) of the Bankruptcy Code; provided, however, (i) Fulton Bank N.A. shall not exercise its credit bid rights to make the Minimum Initial Overbid; and (ii) any credit bid by Fulton Bank shall contain a stipulation and agreement with Seller providing for the consensual use of cash collateral by Seller to pay the Break-Up Fee to Purchaser and Fulton Bank shall enter into a stipulation and agreement with Seller that Fulton Bank shall pay all amounts due under the First Amended Stipulation and Order.

(iii) Due Diligence from Bidders. Each Qualified Bidder shall comply with all reasonable requests for additional information by Seller regarding such Bidder and its contemplated transaction. Failure by a Bidder to comply with requests for additional information will be a basis for Seller to determine that the Bidder is not a Qualified Bidder. Seller acknowledges

that Purchaser is a Qualified Bidder and that this Agreement constitutes a Qualified Bid.

(c) Auction. The Seller shall conduct an auction sale of the Purchased Assets to determine the highest and/or best Bid with respect to the Purchased Assets (the "Auction") only if she receives, prior to the Bid Deadline, (1) a Qualified Bid (other than this Agreement) for the entirety of the Purchased Assets or (2) a combination of Lot Bids (each of which must be a Qualified Bid) providing for, in the aggregate, a Purchase Price that exceeds the Minimum Initial Overbid. The Auction shall commence on September 17, 2018, at 9:00 a.m. (Eastern Standard Time) at the offices of Fox Rothschild LLP, 2000 Market Street, 20th Floor, Philadelphia, PA 19103. If no such Qualified Bid(s) is/are received by the Bid Deadline, then the Auction shall not take place, Purchaser shall be declared the Successful Bidder, and Seller shall seek approval of, and authority to consummate, this Agreement and the Transactions at the Approval Hearing. If a Qualified Bid(s) is/are received in accordance with these Bidding Procedures, the Auction shall be conducted according to the following procedures:

(i) Participation at the Auction. Only a Qualified Bidder that has submitted a Qualified Bid is eligible to participate at the Auction. For greater certainty, Purchaser is a Qualified Bidder and eligible to participate at the Auction. Only the authorized representatives (including counsel and other advisors) of each of the Purchaser, Qualified Bidders and Seller and any other party in interest or its representative who provide Seller with written notice forty-eight (48) hours prior to the Auction shall be permitted to attend the Auction. During the Auction, the bidding shall begin with the highest Qualified Bid (the "Opening Bid") and each subsequent round of bidding shall continue in minimum increments of at least the Subsequent Overbid Increment. At least one (1) Business Day prior to the start of the Auction, Seller shall provide a copy of the Opening Bid to all participating Qualified Bidders attending the Auction and a blackline of the Opening Bid to this Agreement. Seller shall select the Opening Bid, in her discretion. The determination of which Qualified Bid constitutes the Opening Bid shall take into account any factors Seller reasonably deems relevant to the value of the Qualified Bid to Seller including, among other things, the following: (A) the amount and nature of the consideration; (B) the proposed assumption of liabilities, if any; (C) the ability of the Qualified Bidder to close the proposed transaction; (D) the proposed closing date and the likelihood, extent and impact of any potential delays in closing; (E) any purchase price adjustments; (F) the impact of the contemplated transaction on any actual or potential litigation; (G) the net economic effect of any changes from this Agreement, if any, contemplated by the contemplated transaction documents (the "Contemplated Transaction Documents"); (H) the net after-Tax consideration to be received by Seller; (I) the net amounts to be paid to the Debtors' estates, taking into account, among other things, payment of the Break-Up Fee and Cure Costs; and (J) such other

considerations as Seller deems relevant in her reasonable business judgment (collectively, the “Bid Assessment Criteria”).

(ii) Authority to Bid. All representatives of Qualified Bidders who submit any bids at the Auction shall represent on the record that they have authority to bid and that the Bid they submit is binding on the Qualified Bidder.

(iii) Conduct of the Auction. Seller and her advisors shall direct and preside over the Auction. All Bids made after the Opening Bid shall be Overbids (as defined below), and shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders that are participating in the Auction. Each Qualified Bidder will be permitted a fair, but limited amount of time to respond to each Overbid. Seller shall maintain a transcript of the Opening Bid and all Overbids made and announced at the Auction, including the Successful Bid and the Back-up Bid;

(iv) Lots. Qualified Bidders may submit a Lot Bid for one (1) or more of the following Lots and the associated assets listed below, to the extent they are not expired or revoked:

- (1). Lot No. 1 – Worley & Obetz, Inc., Retail Division. Lot No. 1 consists of substantially all of the assets necessary to operate Worley & Obetz, Inc.’s Retail Division, which was engaged in the business of delivery of heating oil to local residences, and diesel, kerosene, and gasoline fuel to local farms and businesses. Such assets include certain (a) real property located across the street from 85 White Oak Road, Manheim, PA 17545 (Tax Parcel No. 500-04089-0-0000), and any building structure and improvements thereon, and all personal property and fuel inventory located on the premises to the extent personal property is not assigned and/or included in other lots/divisions, (b) real property located at 24 New Charlotte Street, Manheim, PA 17545, and any building, warehouse, structure, and improvements thereon, and all personal property and fuel inventory located on the premises to the extent personal property is not assigned and/or included in other lots/divisions, (c) two (2) leases for tank storage, (d) other storage and skid tanks, (e) access to Cargas Energy system for customer information and location, (f) retail tankwagon trucks and any fuel inventory located therein, and (g) other related assets used in the business operations of Worley & Obetz, Inc.’s Retail Division.
- (2). Lot No. 2 – Worley & Obetz, Inc., Propane Division. Lot No. 2 consists of substantially all of the assets necessary to operate Worley & Obetz, Inc.’s Propane Division, which was engaged in the business of delivery of propane fuel to local residences, local farms

and businesses. Such assets include (a) three (3) propane tank storage property leases, (b) certain customer tanks owned by Worley & Obetz, Inc., (c) certain bulk storage tanks and any fuel inventory included therein, (d) various customer supply and delivery agreements, (e) access to Cargas Energy system for customer information and location, (f) certain propane tank parts and installation equipment, (g) two (2) 2018 Ford F-350 Supercab propane crane trucks, (h) one (1) 2015 Peterbilt 348 retail propane truck and any fuel inventory located therein, (i) one (1) 2017 Peterbilt retail propane truck and any fuel inventory located therein, (j) certain retail propane trucks, propane utility trucks, propane crane trucks, and trailers for propane tanks and any fuel or other inventory located therein, and (k) other related assets used in the business operations of Worley & Obetz, Inc.'s Propane Division.

- (3). Lot No. 3 – Worley & Obetz, Inc., Service & Installation Division. Lot No. 3 consists of substantially all of the assets necessary to operate Worley & Obetz, Inc.'s Service & Installation Division, which was engaged in the business of installation and maintenance of residential and small commercial HVAC systems for commercial customers, which systems utilize heating oil and propane, electric heat pumps, or natural gas. Such assets include (a) certain HVAC service equipment, parts and sundry inventory stored at 85 White Oak Road, Manheim, PA, (b) certain service contracts for customer HVAC systems, (c) access to Cargas Energy system for customer information and location, (d) one (1) 2017 Ford Transit 250 Service Van and any HVAC service part inventory located therein, (e) certain service vans and utility trailers and any HVAC service part inventory located therein, and (f) other related assets used in the business operations of Worley & Obetz, Inc.'s Service & Installation Division.
- (4). Lot No. 4 – Worley & Obetz, Inc., Value Energy North Division. Lot No. 4 consists of substantially all of the assets necessary to operate Worley & Obetz, Inc.'s Value Energy North Division, which was engaged in the business of (a) delivery of heating oil and propane to local residences, and diesel, kerosene, and gasoline fuel to local farms and businesses, and (b) maintenance and service of residential HVAC systems. Such assets include (a) leases for the office space located at 318 N. Elmer Avenue and 417 North Lehigh Street, Sayre, PA 18840, (b) one (1) propane storage property tank lease, (c) one (1) copier lease, (d) certain customer tanks owned by Worley & Obetz, Inc., (e) certain bulk storage tanks and any fuel inventory located therein, (f) certain HVAC equipment and supplies used for the maintenance and service residential customer HVAC systems, (g) certain miscellaneous truck parts and maintenance equipment, (h) access to Cargas Energy system for customer

information and location, (i) one (1) 2017 Peterbilt retail propane truck and any fuel inventory located therein, (j) certain service vans, retail tankwagons, retail propane trucks, employee trucks and vehicles and any fuel or HVAC service part inventory located therein, and (k) other related assets used in the business operations of Worley & Obetz, Inc.'s Value Energy North Division.

- (5). Lot No. 5 – Worley & Obetz, Inc., Value Energy South Division. Lot No. 5 consists of substantially all of the assets necessary to operate W&O's Value Energy South Division, which was engaged in the business of delivery of heating oil and propane to local residences, and diesel, kerosene, and gasoline fuel to local farms and businesses. Such assets include (a) access to Cargas Energy system for customer information and location, (b) one (1) 2015 Peterbilt 348 retail tankwagon and any fuel inventory located therein, (c) certain retail propane trucks and retail tankwagons and any fuel inventory located therein, and (d) other related assets used in the business operations of Worley & Obetz, Inc.'s Value Energy South Division.
- (6). Lot No. 6 – Worley & Obetz, Inc., Fleet Fueling Division. Lot No. 6 consists of substantially all of the assets necessary to operate Worley & Obetz, Inc.'s Fleet Fueling Division, which was engaged in the business of delivery of gasoline, diesel and diesel exhaust fluid to customer sites and directly into customer fuel trucks. Such assets include (a) access to Fleetcor system for customer information and location, (b) 6,500 gallon diesel exhaust fluid storage tank and any inventory located therein, (c) two (2) 2018 Mack GU713 fleet fueling trucks and any fuel inventory located therein, (d) certain fleet fueling trucks, fleet fueling diesel exhaust fluid delivery trucks and vans, and utility trailer and any fuel inventory located therein, and (e) other related assets used in the business operations of Worley & Obetz, Inc.'s Fleet Fueling Division.
- (7). Lot No. 7 – Worley & Obetz, Inc., Wholesale Division. Lot No. 7 consists of substantially all of the assets necessary to operate Worley & Obetz, Inc.'s Wholesale Division, which was engaged in the business of delivery of gasoline, diesel and propane to resellers and large users. Such assets include (a) six (6) leases for truck parking lots at various locations, (b) one (1) lease for electronic logs with Vendor Services Group, (c) access to Cargas Energy system for customer information and location, (d) two (2) 2019 Peterbilt 567 Wholesale Tractors, (e) two (2) 2019 Heil Tank Trailers and any fuel inventory located therein, (f) one (1) 2007 Heil Petroleum Tank Trailer and any fuel inventory located therein, (g) two (2) 2014 Peterbilt 388 wholesale tractors, (h) one (1) 2014 Freightliner

Coronado wholesale tractor, (i) three (3) 2016 Freightliner Coronado wholesale tractors, (j) three (3) 2014 Heil DOT 406 wholesale tank trailers and any fuel inventory located therein, (k) one (1) 2017 Heil DOT 406 wholesale tank trailer and any fuel inventory located therein, (l) seven (7) International wholesale tractors (years 1999, 2007, 2010 (2), 2015, 2016), (m) seven (7) Heil Trailer wholesale tank trailers (years 2001 (2), 2002 (2), 2012, 2013, and 2014) and any fuel inventory located therein, (n) three (3) 2015 Heil Trailer wholesale tank trailers and any fuel inventory located therein, (o) two (2) 2017 Freightliner CA125DC wholesale tractors, (p) one (1) 2017 Mack CXU613 wholesale tractor, (q) one (1) 2017 Westmor Proline MC-331 wholesale propane trailer and any fuel inventory located therein, (r) one (1) 2016 Beall Petroleum Trailer and any fuel inventory located therein, (s) certain wholesale tractors, wholesale tank trailers, wholesale propane trailers, and utility trailers and any fuel inventory located therein, and (t) other related assets used in the business operations of Worley & Obetz, Inc.'s Wholesale Division.

- (8). Lot No. 8 – Worley & Obetz, Inc., Pickup Truck Passenger Vehicles. Lot No. 8 consists of Pickup Truck Passenger Vehicles owned by Worley & Obetz, which vehicles include (a) five (5) Ford F-150 (years 2001, 2013, 2013, 2015, and 2016), (b) four (4) Ford F-250 (years 2003, 2011, 2014, and 2015), (c) one (1) 2008 Ford F-150 Supercab, (d) three (3) Dodge Ram 1500 (years 2014 (1) and 2015 (2)), (e) one (1) 2017 Dodge Ram 2500, and (f) one (1) 2007 Dodge Dakota.
- (9). Lot No. 9 – Worley & Obetz, Inc., Premium Passenger Vehicles. Lot No. 9 consists of Premium Passenger Vehicles owned by Worley & Obetz, which vehicles include (a) six (6) Jeep Grand Cherokee (years 2014 (2) and 2015 (4)), (b) one (1) 2015 Jeep Cherokee, (c) one (1) 2015 Audi Q7, (d) one (1) 2008 Cadillac Escalade, (e) one (1) 2013 Volkswagen Toureg, (f) one (1) 2018 Range Rover, and (g) one (1) 2016 Ford Explorer.
- (10). Lot No. 10 – Worley & Obetz, Inc., Economy Passenger Vehicles. Lot No. 10 consists of Premium Passenger Vehicles owned by Worley & Obetz, which vehicles include (a) seven (7) Ford Escape (years 2010 (2), 2016 (2), 2017 (3)), (b) two (2) 2018 Chevrolet Equinox, (c) one (1) 2005 Jeep Liberty Sport, (d) one (1) 2008 Jeep Cherokee, (e) one (1) 2003 Ford Excursion, (f) one (1) 2015 Chevrolet Cruze, and (g) one (1) 2017 Chevrolet Bolt.
- (11). Lot No. 11 – Amerigreen Propane, LLC, Wholesale Division. Lot No. 11 consists of substantially all of the assets necessary to operate Amerigreen Propane, LLC's Wholesale Division, which was

engaged in the business of wholesale sales of propane to other petroleum distributors. Such assets include (a) certain terminal transloader agreements, (b) certain propane throughput agreements, (c) fuel inventory located at certain third party locations, (d) access to Cargas Energy system for customer information and location, (e) one (1) truck and one (1) trailer for transloader owned by Amerigreen Propane, LLC, and (f) other related assets used in the business operations of Amerigreen Propane, LLC's Wholesale Division.

- (12). Lot No. 12 – Amerigreen Energy, Inc., Renewables Division. Lot No. 12 consists of substantially all of the assets necessary to operate Amerigreen Energy, Inc.'s Renewables Division, which was engaged in the business of wholesale sales of renewable fuels, including biodiesel and ethanol, to other petroleum distributors. Such assets include certain (a) terminal service and throughput agreements at fifty (50) terminal locations, (b) biodiesel storage, blending, and throughput agreements, (c) fuel inventory located at certain third party locations, (d) access to Cargas Energy system for customer information and location, and (e) other related assets used in the business operations of Amerigreen Energy, Inc.'s Renewables Division.
- (13). Lot No. 13 – Amerigreen Energy, Inc., Petroleum Division. Lot No. 13 consists of substantially all of the assets necessary to operate Amerigreen Energy, Inc.'s Petroleum Division, which was engaged in the business of wholesale sales of diesel, heating oil and gasoline to other petroleum distributors. Such assets include (a) one (1) tank storage lease, (b) certain terminal agreements, (c) certain terminal throughput agreements, (d) certain terminal storage and throughput agreements, (e) fuel inventory located at certain third party locations, (f) certain marketing agreements, (g) access to Cargas Energy system for customer information and location, and (h) other related assets used in the business operations of Amerigreen Energy, Inc.'s Petroleum Division.
- (14). Lot No. 14 – Amerigreen Energy, Inc., Electricity Supply & Brokerage Divisions. Lot No. 14 consists of substantially all of the assets necessary to operate Amerigreen Energy, Inc.'s Electricity Supply & Brokerage Divisions, which were engaged in the businesses of (a) supplying electricity purchased from wholesale market for delivery to residential and commercial customers through public utility companies, and (b) brokerage for sale of electricity to residential and commercial customers for third party suppliers. Such assets include (a) certain unexpired brokerage contracts with future annuity payment stream, (b) brokerage area covering any deregulated electricity state, (c) access to utility billing

information and brokerage contracts, and (d) other related assets used in the businesses of Amerigreen Energy, Inc.'s Electricity Supply & Brokerage Divisions.

- (15). Lot No. 15 – Amerigreen Energy, Inc., Natural Gas Division. Lot No. 15 consists of substantially all of the assets necessary to operate Amerigreen Energy, Inc.'s Natural Gas Division, which was engaged in the business of supplying natural gas purchased from wholesale market for delivery to residential and commercial customers through ten (10) public utility companies. Such assets include (a) the supply area for residential and commercial customers across Pennsylvania, New York and New Jersey, (b) access to utility billing information and brokerage contracts, and (c) other related assets used in the business of Amerigreen Energy, Inc.'s Natural Gas Division.
- (16). Lot No. 16 – Amerigreen Energy, Inc., Passenger Vehicles. Lot No. 16 consists of Passenger Vehicles owned by Amerigreen Energy, Inc., which vehicles include (a) six (6) Jeep Grand Cherokee (years 2010 (2), 2014 (3), and 2015), (b) two (2) 2016 Ford Escape, (c) one (1) 2015 Chevrolet Tahoe, and (d) one (1) 2011 Ford F-650 Box Truck.
- (17). Lot No. 17 – Worley & Obetz, Inc., Real Property and Improvements at 107 Maytown Road, Elizabethtown, PA. Lot No. 17 consists of the real property located at 107 Maytown Road, Elizabethtown, PA, and all buildings, improvements, and personal property located thereon.
- (18). Lot No. 18 – Worley & Obetz, Real Property, Office Building, and Warehouse located at 85 White Oak Road, Manheim, PA 17545. Lot No. 18 consists of the real property located at 85 White Oak Road, Manheim, PA 17545 (Tax Parcel No. 500-27334-0-0000), the office building, warehouse, and improvements thereon, and all personal property located on the premises to the extent personal property is not assigned and/or included in other lots/divisions. Lot No. 18 specifically excludes the retail storage area located across the street. Lot No. 18 also includes (a) one (1) electric motorcycle, (b) one (1) 2010 John Deere Gator, (c) one (1) custom motorcycle, (d) one (1) Hyster Towmotor forklift, and (e) one (1) 2014 John Deere Z950R LP Mower.

(v) Terms of Overbids. An "Overbid" is any Bid made at the Auction subsequent to Sellers' announcement of (A) the Opening Bid, and (B) the then highest and/or best Overbid at the beginning of each subsequent round of bidding (the "Round Leading Bid"). To submit an Overbid, in any

round of the Auction, a Qualified Bidder must comply with the following conditions:

(A) Subsequent Overbid Increment. Any Overbid shall be made in increments of at least two hundred fifty thousand dollars (\$250,000.00) (the “Subsequent Overbid Increment”). The amount of the Purchase Price of any Overbid shall not be less than the Purchase Price of the Opening Bid or the Round Leading Bid, as applicable.

(B) Remaining Terms the Same as for Qualified Bids. Except as modified herein, an Overbid must comply with the conditions for a Qualified Bid and the Minimum Initial Overbid requirements shall be replaced with the Subsequent Overbid Increment requirements set forth above; provided, however, that the Bid Deadline shall not apply. Any Overbid made by a Qualified Bidder must remain open and binding on the Qualified Bidder until the Termination Date. Seller shall credit the amount of the Break-Up Fee to each and every Overbid submitted by Purchaser at the Auction, meaning that if Purchaser’s subsequent Overbid is the Round Leading Bid, any subsequent Overbid must exceed Purchaser’s Overbid by the amount of the Break-Up Fee and Subsequent Overbid Increment. To the extent not previously provided (which shall be determined by Seller), a Qualified Bidder submitting an Overbid must submit, as part of its Overbid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement acceptable to Seller in her reasonable business judgment) demonstrating such Qualified Bidder’s ability to close the transaction proposed by such Overbid.

(C) Announcing Overbids. At the start of each round of bidding, Seller shall announce the Round Leading Bid, the basis for calculating the total consideration offered in the Round Leading Bid, and the resulting benefit to Seller based on, among other things, the Bid Assessment Criteria.

(vi) Closing the Auction. Upon conclusion of the bidding, the Auction shall be closed, and Seller shall identify the highest and/or best Overbid or Opening Bid (the “Successful Bid” and the entity or entities submitting such Successful Bid, the “Successful Bidder”), and the next highest and/or best Overbid or Opening Bid, after the Successful Bid (the “Back-up Bid”), and advise the remaining Qualified Bidders of such determination. All bidding for the Purchased Assets will be concluded at the Auction and there will be no further bidding at the Bankruptcy Court hearing held in the Bankruptcy Cases to approve the highest or best bid for the Purchased Assets (the “Approval Hearing”). If the Successful Bidder fails to close on the Successful Bid, the Back-up Bid shall automatically be deemed to be the winning Bidder; provided, however, the Back-up Bid shall be recalculated to an amount that would have been the Successful Bid had

the Successful Bidder not participated at the Auction, plus an additional \$100,000.

(d) Consent to Jurisdiction as Condition to Bid. All Qualified Bidders at the Auction shall be deemed to have consented to the jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction, and the construction and enforcement of the Bidder's Contemplated Transaction Documents, as applicable. Qualified Bidders (other than Purchaser) shall not be deemed third party beneficiaries of these Bidding Procedures and shall not have standing to object to the administration of the Bidding Procedures by Seller.

(e) Reimbursement of Deposit; Break-Up Fee. Upon consummation of a sale of all or substantially all of the Purchased Assets to any third party (other than Purchaser) who submits the Successful Bid for the Purchased Assets, upon the occurrence of the actions set forth in Section 9.1(a), 9.1(b), 9.1(d), or 9.1(f), or if Seller commits a material breach of this Agreement or unilaterally abandons consummation of the Transactions contemplated by this Agreement, Seller shall (i) pay to Purchaser in immediately available funds an amount equal to the Break-Up Fee, and (ii) refund the Deposit. The provisions of this Section 6.3(e) shall survive any termination of this Agreement. The Break-Up Fee shall be treated as a Chapter 7 administrative expense claim in the Bankruptcy Cases, and shall be paid to Purchaser upon the earlier to occur from (x) the closing of the sale of all or substantially all of the Purchased Assets to any third party (and no Lien of any third party shall attach to the portion of the sale proceeds representing the Break-Up Fee), or (y) the Closing of the Bankruptcy Cases. The obligation to pay the Break-Up Fee and Deposit under this Agreement shall be absolute and unconditional and shall not be subject to any defense, claim, counterclaim, offset, recoupment or reduction of any kind whatsoever, provided, however, that, for the avoidance of doubt and notwithstanding anything herein to the contrary, the Break-Up Fee shall only be payable if approved by the Bankruptcy Court. Purchaser's right to the Break-Up Fee shall be the sole and exclusive remedy of Purchaser in the event Seller materially breaches this Agreement or if this Agreement is terminated by Seller.

(f) Bankruptcy Court Approval of Sale. Seller and Purchaser shall each use their reasonable efforts, and shall cooperate, assist and consult with each other, to secure the entry of an Order (the "Approval Order") of the Bankruptcy Court in the Bankruptcy Cases in form and substance acceptable to Seller and Purchaser containing provisions, including without limitation, (i) approving this Agreement, (ii) authorizing the sale of the Purchased Assets pursuant to Section 363 of the Bankruptcy Code, (iii) authorizing the assumption and assignment of the Assumed Contracts pursuant to Section 365 of the Bankruptcy Code, (iv) authorizing the Transactions, (v) approving the Break-Up Fee and Bid Protection and (vi) providing that this Agreement and the Transactions are undertaken by Purchaser and Seller at arm's length, without collusion, and in good faith within the meaning of Section 363(m) of the Bankruptcy Code, that Purchaser and Seller are entitled to the protections of Section 363(m) of the Bankruptcy Code, and that

the provisions of Section 363(n) of the Bankruptcy Code are not applicable. Seller and Purchaser shall cooperate with one another in good faith regarding pleadings that either of them intends to file, or positions either of them intends to take, with the Bankruptcy Court in connection with or that might reasonably affect the Bankruptcy Court's entry of the Approval Order.

6.4 Computer Systems. After Closing, Purchaser shall afford Seller and Debtors, their respective employees, consultants, accountants, attorneys, or other advisors, agents, or other representatives (collectively, the "Seller Representatives"), full access (remote or on-site access) to any and all books and records, computer hardware, computer peripherals, computer software and data, computer systems, personnel records, paper or electronic files, data generated by and/or stored on either Purchaser computer systems and storage media (e.g., backups, hard drives, flash or "thumb" drives, CD's, DVD's, etc.), or any other electronically stored documents, information and/or data, and any and all other records and files concerning the Debtors, the Business, the Purchased Assets, and personnel (collectively, the "Records"), and shall furnish such Records to the Seller Representatives, as Seller and the Debtors may request. Purchaser will also allow the Debtors' computer consultant to access and monitor the Records. Purchaser shall preserve any and all Records from destruction or alteration until the date that is ninety (90) days after Purchaser provides written notice to Seller and Debtors pursuant to Section 6.9 below of Purchaser's request to destroy any Records; provided, however, that Purchaser may not provide such written notice during the first 120 days after Closing and further provided that Seller or the Debtors shall have the right to purchase back such Records at fair market value upon receipt of such written notice before such Records are destroyed.

6.5 Personally Identifiable Information. Purchaser acknowledges that Purchaser is acquiring certain personally identifiable information as part of the Purchased Assets, including, without limitation, names, addresses, email addresses, telephone numbers, Social Security numbers, government identification numbers. Purchaser hereby agrees and covenants to remain in compliance with all applicable Law, including, without limitation, applicable data and/or privacy Laws, concerning the ownership, possession, and treatment of such personally identifiable information.

6.6 Office Access. For a period of thirty (30) days after Closing, Purchaser shall allow Seller and the Debtors full access to the offices located at 85 White Oak Road, Manheim, PA 17545 during business hours.

6.7 Cooperation. The parties hereto shall cooperate fully with each other and their respective counsel and agents and representatives in connection with all steps to be taken as part of their obligations under this Agreement.

6.8 Assignees. Diesel shall cause the Assignees to comply with all Purchaser obligations hereunder to Seller and Diesel shall remain liable for all Purchaser obligations to Seller and Liabilities hereunder.

6.9 Notices. If at any time (a) Purchaser becomes aware of any material breach by Seller of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by Seller, or (b) Seller becomes aware of any breach by Purchaser of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by Purchaser, the Party becoming aware of such breach shall promptly notify the other Party, in accordance with Section 10.1, in writing of such breach. Upon such notice of breach, the breaching Party shall have until the earlier of (y) ten (10) days after receiving such notice, and (z) the End Date, to cure such breach prior to the exercise of any remedies in connection therewith.

7. Tax Matters.

7.1 Tax Cooperation. Purchaser and Seller agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets (including access to books and records) as is reasonably necessary for the preparation and filing of any Tax Returns, the making of any election relating to Taxes, the preparation for any audit or examination by any Taxing Authority, and the prosecution or defense of any Claim, suit or proceeding relating to any Tax. Seller and Purchaser shall cooperate with each other in good faith in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets or the Business (each, a "Tax Claim"), provided that Seller shall (a) promptly notify Purchaser of any notice received in respect to any Tax Claim, (b) promptly notify Purchaser of any significant developments regarding such Tax Claim, (c) permit Purchaser (if Purchaser so chooses) to control the defense and/or resolution of any Tax Claim if any resolution or settlement of such Tax Claim reasonably could be expected to have an effect on Purchaser, any of Purchaser's Affiliates or any Purchased Asset for any taxable period, (d) take all actions and cooperation reasonably necessary in furtherance of the immediately preceding clause (c), and (e) not settle or otherwise resolve any Tax Claim without the prior written consent of Purchaser.

7.2 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes and fees (including any penalties and interest thereon) incurred in connection with this Agreement (collectively, "Transfer Taxes") shall be split equally between Seller and Purchaser, and Purchaser shall file all necessary Tax Returns and other documentation with respect to all such transfer, documentary, sales, use, stamp, registration and other taxes and fees, and if required by applicable law, the Seller and the Debtors shall join in the execution of any such Tax Returns and other documentation. The cost of filing any such tax returns shall be split equally between Seller and Purchaser.

7.3 Real Property Taxes. Real estate Taxes and water and sewer rents, if any, shall be apportioned and pro-rated between Seller and Purchaser as of the Closing Date. All state, county and local realty, conveyance, recordation and/or documentary Transfer Taxes shall be split equally between the Purchaser and Seller. Any real estate Taxes not known or estimated at the Closing and/or real estate Taxes readjusted by municipal authorities after the Closing shall be re-pro-rated when the amount thereof becomes known.

7.4 Personal Property, Ad Valorem and Excise Taxes. Purchaser shall not be liable for any unpaid personal property, ad valorem or excise taxes assessed or due to be paid prior to the Closing Date.

8. Closing Conditions.

8.1 Conditions to Obligations of Purchaser and Seller. The obligations of Purchaser and Seller to consummate the Closing are subject to the satisfaction at or before Closing of each and every one of the following conditions:

(a) The Bankruptcy Court shall have entered the Approval Order in the Bankruptcy Cases, and the Bankruptcy Court shall have waived the stay imposed by Rule 6004(h) of the Federal Rules of Bankruptcy Procedure as to the Approval Order, authorizing the Transactions and approving this Agreement under Sections 105(a), 363 and 365 of the Bankruptcy Code, in form and substance reasonably acceptable to Seller and Purchaser, and the Approval Order shall contain findings that Purchaser acquired the Purchased Assets in good faith, for fair value, in an arm's length transaction, and as of the Closing Date the Approval Order shall be in full force and effect, shall not then be stayed, and shall not have been vacated or reversed; and

(b) No injunction, stay or similar Order issued by any Governmental Authority shall be in effect that restrains, enjoins, stays or prohibits the consummation of the Transactions.

8.2 Conditions to Obligations of Purchaser. The obligation of Purchaser to consummate the Closing is subject to the satisfaction (or waiver by Purchaser) of the following further conditions:

(a) Seller shall have performed in all material respects all of its obligations hereunder required to be performed by Seller on or prior to the Closing Date;

(b) the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date, as if made at and as of such date (or to the extent such representations and warranties speak as of an earlier date, they shall be true and correct as of such earlier date);

(c) Seller shall not be in default in any material respect under the provisions of this Agreement; and

(d) Purchaser shall have received all of the documents required to be delivered by Seller under Section 2.9.

8.3 Conditions to Obligations of Seller. The obligation of Seller to consummate the Closing is subject to the satisfaction (or waiver by Seller) of the following further conditions:

(a) Purchaser shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Closing Date;

(b) the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date, as if made at and as of such date (or to the extent such representations and warranties speak as of an earlier date, they shall be true and correct in all material respects as of such earlier date);

(c) Purchaser shall not be in default in any material respect under the provisions of this Agreement; and

(d) Seller shall have received all of the documents required to be delivered by Purchaser under Section 2.10.

9. Termination.

9.1 Grounds for Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written agreement of Seller and Purchaser;

(b) by Seller or Purchaser, if the Closing shall not have been consummated on or before October 16, 2018 (the "End Date"), unless the Party seeking termination is in breach of its obligations hereunder;

(c) by Seller or Purchaser, if any condition set forth in Section 8.1 is not satisfied, and such condition is incapable of being satisfied by the End Date;

(d) by Purchaser, if any condition set forth in Section 8.2 has not been satisfied, and such condition is incapable of being satisfied by the End Date;

(e) by Seller, if any condition set forth in Section 8.3 has not been satisfied, and such condition is incapable of being satisfied by the End Date; or

(f) by Seller, if (i) Seller executes a definitive agreement with a third party (other than Purchaser) for the acquisition of all or substantially all the Purchased Assets, and (ii) the Bankruptcy Court enters an Order in the Bankruptcy Cases approving such definitive agreement.

The Party desiring to terminate this Agreement pursuant to this Section 9.1 (other than pursuant to Section 9.1(a)) shall give notice of such termination to the other Party in accordance with Section 10.1.

9.2 Effect of Termination. If this Agreement is terminated as permitted by Section 9.1, such termination shall be without Liability of any Party (or any stockholder, director, officer, employee, agent, consultant or representative of such Party) to the other

Party to this Agreement except as expressly provided in Section 6.3(e). The provisions of Section 6.3(e) shall survive any termination hereof pursuant to Section 9.1.

9.3 Fees and Expenses. Except as otherwise set forth expressly herein, all costs and expenses incurred by the Parties in connection with obtaining Bankruptcy Court approval and consummation of this Agreement and the Transactions contemplated hereby shall be paid by the Party incurring such cost or expense.

10. Miscellaneous.

10.1 Notices. All notices, requests and other communications to any Party hereunder shall be in writing (including via electronic mail) and shall be given,

if to Purchaser, to:

Diesel Direct Holdings, Inc.
c/o
John T. McLaughlin
Berluti McLaughlin & Kutchin LLP
44 School Street, Boston, MA 02108
T: (617) 557-3030
Email: jmclaughlin@bmklegal.com

if to Seller, to:

Christine C. Shubert
821 Wesley Avenue
Ocean City, NJ 08226
e-mail: Christine.shubert@bmstrustee.onmicrosoft.com

with a copy to (which shall not constitute notice):

Fox Rothschild LLP
2000 Market Street
20th Floor
Philadelphia, PA 19103
Attn: Michael Menkowitz
e-mail: mmenkowitz@foxrothschild.com

All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

10.2 Limitation on Damages. No Party shall be authorized to recover from the other Party any special, consequential, exemplary or punitive damages on account of any breach of this Agreement, AND ANY SUCH CLAIM, RIGHT, OR CAUSE OF ACTION

FOR ANY SUCH DAMAGES IS HEREBY FULLY WAIVED, RELEASED AND FOREVER DISCHARGED.

10.3 Waivers. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative.

10.4 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the written consent of the other Party; provided further that Purchaser shall have the right to designate one or more wholly owned subsidiaries or Affiliates to take title to the Purchased Assets at the Closing, so long as Purchaser remains liable for all of its obligations hereunder and provided such designation does not violate any consent or other approval which has been obtained by Seller.

10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the Commonwealth of Pennsylvania and any applicable provisions of the Bankruptcy Code, without regard to the principles of conflicts of Law that would provide for application of another Law.

10.6 Jurisdiction.

(a) Prior to the closing of the Bankruptcy Cases, the Parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Transactions shall be brought exclusively in the Bankruptcy Court, and each of the Parties hereby irrevocably consents to the jurisdiction of the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the Bankruptcy Court or that any such suit, action or proceeding which is brought in the Bankruptcy Court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 10.1 shall be deemed effective service of process on such Party.

(b) After the closing of the Bankruptcy Cases, except as otherwise expressly provided in this Agreement, the Parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Transactions may be brought in any court having subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the Commonwealth of Pennsylvania, and

each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 10.1 shall be deemed effective service of process on such Party.

10.7 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS.

10.8 No Third-Party Beneficiaries. Other than as set forth in Section 10.10(a), no provision of this Agreement is intended to confer upon any Person other than the Parties hereto any rights or remedies hereunder.

10.9 Entire Agreement; Amendments; Counterparts. This Agreement (including the Schedules and Exhibits hereto) sets forth the entire agreement between the Parties with respect to the subject matter hereof and may be amended only by a writing executed by Purchaser and Seller. This Agreement may be executed in counterparts, each of which when taken together shall constitute an original. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto. In the event of any conflict or inconsistency between the statements in this Agreement and the Bidding Procedures, the statements in this Agreement shall control.

10.10 Pre-Petition Secured Party.

(a) Notwithstanding anything to the contrary herein, Fulton Bank, N.A. (the "Pre-Petition Secured Party") will be deemed a third-party beneficiary hereunder entitled to exercise and enforce any and all rights, powers, privileges and remedies of Seller pursuant to this Agreement or any other agreement, instrument or document executed in connection herewith. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary in this Agreement or in any other agreement, instrument or document executed in connection herewith, Seller will not exercise any right to terminate, or execute and deliver or otherwise provide any waivers, consents or amendments under, this Agreement or any of the other agreements, instruments or documents executed in connection herewith, without the prior written consent of the Pre-Petition Secured Party (which shall not be unreasonably withheld, conditioned or delayed).


(b) Notwithstanding anything to the contrary in this Agreement or any other agreement, instrument or document executed in connection herewith, the Pre-Petition Secured Party (i) is not making any representations or warranties to any or all of Seller, Purchaser or any of their respective Affiliates in connection with this Agreement or any other agreement, instrument or document executed in connection herewith, or the transactions contemplated herein or therein, (ii) will not be liable to any Person for any breach by any or all of Seller, Purchaser or any of their respective Affiliates or any of their respective representations, warranties, covenants or other agreements in connection with this Agreement or any other agreement, instrument or document executed in connection herewith or any of the Transactions contemplated herein or therein, and (iii) will not have any obligations or liabilities under or in respect of any of this Agreement or any other agreement, instrument or document executed in connection herewith or any of the Transactions contemplated herein or therein, other than the release of any mortgages, security interests, Liens and the like. Without limiting the generality of the foregoing, provided the Approval Order is entered, under no circumstances will the Pre-Petition Secured Party be obligated to return or otherwise disgorge to or for the benefit of Purchaser or any Affiliate thereof any proceeds remitted to the Pre-Petition Secured Party, other than the Break-Up Fee (if applicable).

10.11 Headings; Interpretation. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any provisions of this Agreement. Unless the context otherwise clearly requires, references herein to words importing the masculine gender shall include the feminine and neutral genders and vice versa.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

DIESEL DIRECT HOLDINGS, INC.

By: 
Name: Walter J. McNamara
Title: Chief Financial Officer

**CHRISTINE C. SHUBERT, SOLELY IN
HER CAPACITY AS CHAPTER 7
TRUSTEE FOR THE ESTATES OF
WORLEY & OBETZ, INC., ET AL.**

By: 

DISCLOSURE SCHEDULES

The following schedules (the “**Disclosure Schedules**”) are furnished by the Seller and Debtors to the Purchaser pursuant to and as part of the Asset Purchase Agreement dated as of August 24, 2018 (the “**Agreement**”) by and between Christine C. Shubert, in her capacity as Chapter 7 Trustee (“**Seller**”) for the estates of (i) Worley & Obetz, Inc. (Case No. 18-13774-REF); (ii) Americomfort, Inc., Case No. 18-13775-REF); (iii) Amerigreen Energy, Inc. (Case No. 18-13777-REF); (iv) Advance Air, Inc. (Case No. 18-13778-REF); (v) Amerigreen Energy Brokers, LLC (Case No. 18- 13779-REF); (vi) Amerigreen Electricity, LLC (Case No. 18-13780-REF); (vii) Amerigreen Hedging Services, LLC (Case No. 18-13781-REF); (viii) Amerigreen Lubricants, LLC (Case No. 18-13782-REF); (ix) Amerigreen Natural Gas, LLC (Case No. 18-13783-REF); and (x) Amerigreen Propane, LLC (Case No. 18-13784-REF) (collectively, the “**Debtors**”) and Wiggins Gas Propane & Alternative Fuels LLC, a Delaware limited liability company (or its Assignee, “**Purchaser**”). All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

Unless otherwise noted, the references to section numbers in the Disclosure Schedules correspond to the section numbers of the representations, warranties, covenants or conditions in the Agreement. An exception or qualification set forth in the Disclosure Schedules with respect to a particular representation or warranty will be deemed to be an exception or qualification with respect to all other applicable representations and warranties to the extent the description of the facts regarding the event, item or matter disclosed is adequate so as to make reasonably clear or otherwise make the Purchaser reasonably aware that such exception or qualification is applicable to such other representations and warranties whether or not such exception or qualification is so numbered or such other representations and warranties expressly refer to a Schedule. Each disclosure made in a Disclosure Schedule shall be deemed incorporated into each other Schedule in which the applicability of such disclosure is readily apparent on its face. Attachments and annexes delivered in connection with these Disclosure Schedules are incorporated by reference in and constitute a part of these Disclosure Schedules.

Nothing in the Disclosure Schedules is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant. Inclusion of any item in the Disclosure Schedules: (i) does not represent a determination that such item is material or establish a standard of materiality, (ii) does not represent a determination that such item did not arise in the ordinary course of business, (iii) shall not constitute, or be deemed to be, an admission to any third party concerning such item or (iv) does not represent a determination that the consummation of the transactions contemplated by the Agreement requires the consent of any third party except where such a representation or disclosure so provides.

Schedule 1.1(v)

Leased Real Property

902 Strasburg Pike, Strasburg, PA 17579 (Rineer Sons Real Estate, LLC) – lease for land only. Seller owns underground petroleum storage tanks, truck rack, pumps, and canopy.

709 Hartman Station Road, Lancaster, PA 17602 (Hartman Station Road, Inc.) – two separate leases:

1. Land lease only for placement of two large propane storage tanks on concrete saddles, associated pumps and meters.
2. Lease for use of underground petroleum storage tank owned by Lessor.

16 Lititz Road, Lititz, PA 17543 (Rohrer's Quarry, Inc.) – land lease only for placement of two large propane storage tanks on concrete saddles, associated pumps and meters.

2388 North Market Street, Elizabethtown, PA 17022 (Crowe Realty, LLC) - land lease only for placement of large propane storage tank on concrete saddles, associated pumps and meters.

316-318 North Elmer Avenue, 413-417 North Lehigh Avenue, Sayre, PA 18840 (JW Bishop Properties, LLC) – lease for office building, storage building, maintenance building, rental house used in Seller's Value Energy North division. Seller owns above ground storage tanks situated on property.

685 Broad Street Ext, Waverly, NY 14892 (Waverly Trade Center, LLC) – land lease only for placement of large propane storage tank on concrete saddles, associated pumps and meters as well as vehicle storage.

35 Doe Run Road, Manheim, PA 17545 (Robert Seth Obetz) – lease for land only. Building improvements consisting of: convenience store, car wash, underground petroleum storage tanks, gasoline/diesel dispensers and pumps, propane above ground storage tank and dispenser, canopies, etc. are the property of the Seller. **Cardlock Asset – Excluded.**

202 Greenfield Road, Lancaster, PA 17602 (202 Greenfield, LP) – lease for land and building. Significant building improvements made by Seller. Also property consists of shed, underground storage tanks, gasoline/diesel dispensers and pumps, above-ground storage tank and dispenser for propane, above-ground storage tank and dispenser for diesel exhaust fluid, canopy that is property of the Seller. **Cardlock Asset – Excluded.**

1634 West Main Street, Ephrata, PA 17522 (Charles Rutt) – gasoline/diesel dispensers and pumps, above-ground storage tank and dispenser for diesel exhaust fluid, above-ground storage tank and dispenser for propane, canopy. **Cardlock Asset – Excluded.**

PA Route 272 and Garden Spot Road, Ephrata, PA 17522 (Lester R. Summers, Inc.) - parking space for two trucks.

1575 Ferndale Avenue, Johnstown, PA 15905 (Tri-County Motor Sales) – parking space for seven trucks.

7043 Ellenberger Drive, Altoona, PA 16601 (Sel-Lo Oil, Inc.) - parking space for one truck.

1425 North Maxwell Street, Allentown, PA 18109 (Shadow Group Three, LLC) - parking space for one truck.

101 East Cherry Street, Elizabethtown, PA 17022 (Lime Ridge Farm Properties, LP) – lease of land and underground storage tanks, gasoline/diesel pumps and canopy owned by Seller.

Cardlock Asset – Excluded.

854 South 16th Street, Harrisburg, PA 17104 (Scheler Realty, LLC) – lease of land, underground storage tanks, diesel and diesel exhaust fluid dispensers. **Cardlock Asset – Excluded.**

Schedule 2.1(a)

Acquired Owned Real Property

Real estate property at 107 Maytown Road & all buildings, improvements, and personal property located thereon

Real estate property at 85 White Oak Road: office building, warehouse, improvements thereon, and all personal property located on the premises to the extent personal property is not assigned and/or included in other lots/divisions. Excludes the retail storage area across the street..

Real estate located at 24 New Charlotte, Manheim, PA including any personal property thereon

Real estate located at White Oak Road, Manheim, PA (across the street from 85 White Oak Road, Manheim, PA 17545) (Tax Parcel No. 500-04089-0-0000) including tanks and any other personal property thereon.

Schedule 2.1(b)

Executory Contracts and Unexpired Leases

PDF name	Location(if other than description)	Agreement Type	Landlord/Lessor/"seller"	Regarding	Rent/Payment	Other note
Vendor Services Group - Fleet Log ELD (November 2016)	202 Greenfield Road, Lancaster PA	Equipment Rental	Vendor Services Group	11/16 - 11/19; (37) Fleet Manager with Diagnostics (Jbus) & (BYOD)ELD	\$1,850/mo	
N/A	Sayre	Leased Equipment	Marlin Business Bank	ONGOING; regarding a leased "sayre copier"	N/A	on US Bankruptcy court list, and not in data room provided to us
HC Rineer Sons Partnership (May 2006)	902 Strasburg Pike, Strasburg	Leased Premises	H.C. Rineer Sons Partnership	05/06 - 05/11, renew for 10 years total	\$7,500/mo, +~3% per year	
HL Wiker NRLM Lease Addendum (January 2018)	709 Hartman Station Rd, Lancaster, PA	Leased Premises	Hartman Station, Inc (prev. H.L Wiker)	Amendment to 08/08 lease; extension	\$0.055/gallon	
JW Bishop Properties, LLC (March 2013)	318 N Elmer, 417 N Lehigh, 413 & 415 N Lehigh, and 316 N Elmer (Sayre)	Leased Premises	J.W. Bishop Properties, LLC	03/13 - 03/23; renewal options	\$6,940.11/mo	
Lester R Summers Inc - Ephrata (September 2016)	Summers Yard, Rt. 272 & Garden Spot Rd, Ephrata	Leased Premises	Lester R. Summers	09/16 - 09/17; renewal of lease	\$150/mo, \$150 sec. deposit	
Lyons Obetz - 55 Doe Run Road (September 2016)	55 Doe Run Road Suite 104 w/ ext.	Leased Premises	Lyons & Obetz	09/16 - 09/19, option to extend	\$8,500/mo	
Rohrer's Quarry (June 2014)	16 Lititz Road, lititz PA (Property to North side of main shop, with 30,000gal	Leased Premises	Rohrer's Quarry, Inc.	06/14 - 06/15, auto renew 3 times (06/18). Permission to install a second 30,000 gal tank in 2014	\$1,000/mo	W&O Bankruptcy Case notes this as
Waverly Trade Center, LLC (May 2013)	69,750 sq ft lot on 685 Broad Street Extension, Waverly, New	Leased Premises	Waverly Trade Center, LLC	05/13 - 05/18, option to renew	\$2,000/mo	
N/A	2388 N. Market St., Elizabethtown PA	Leased Premises	Crowe Transportation	EXPIRES 12/31/21	N/A	on US Bankruptcy court list, and not in data room provided to us
N/A	1575 Ferndale Ave, Johnstown, PA	Leased Premises	Tri-County Motor Sales	ONGOING	N/A	on US Bankruptcy court list, and not in data room provided to us
Se-Lo Oil Inc - Altoona (September 2017)	7043 Ellenberger Drive, Altoona, PA	Leased Premises - Parking	Se-Lo Oil Inc	08/22/17, month-month	\$100/mo	
Shadow Group Three LLC - Allentown (November 2017)	1425 North Maxwell St., Allentown, PA	Leased Premises - Parking	Shadow Group Three, LLC	11/17 - no end in agreement	\$150/mo	
Biodiesel Thruput Agreement - General Bangtson LLC (February 2018)	3 Washington Parkway, Hicksville NY	Throughput Agreement	General Bangston, LLC	01/18 - 07/19	\$0.06/gal	unsigned doc; automatically renews for another year unless terminated

Boyle Energy - West Grove (March 2017)	40 West Manoa Road, Havertown, PA	Throughput Agreement	Boyle Energy	3/17 - 03/20	\$0.05/gal	
Propane Throughput Agreement - UGI Energy (May 2018)	Steelton, Williamsport, Hunlock,	Throughput Agreement	UGI Energy Services, LLC	05/18 - 04/30/19; 4 locations for throughput agreement	\$0.035/gal	
RF Ohi - Lehighton (July 2017)	7505 Interchange Rd, Lehighton, PA	Throughput Agreement	RF Ohi Fuel Oil, Inc	07/17 - 05/30/20	\$0.04/gal - \$0.05/gal	

PDF name	Location(if other than description)	Agreement Type	Landlord/Lessor/"seller"	Regarding	Rent/Payment	Other note		
Lease Assumption - Waverly Trade Center, LLC (March 2013)	Refer to 08/15 lease between JW Bishop and Waverly Trade Center	Lease assumption - purchase	JW Bishop Company, Waverly Trade Center	RE: 08/15/12 lease between JW Bishop and Waverly Trade Center - assets to be assumed				
Pitney Bowes (08/10)	Delivered to 55 Doe Run Rd, Manheim	Leased Equipment	N/A	Lease#6936736-001; 42 months	\$156/quarter			
Wysox (03/18) Amendment		Leased Equipment	Elbow River Marketing USA LTD.	07/17 - 03/18, extending to 03/19				
Wysox (07/17) Transloader		Leased Equipment	Elbow River Marketing USA LTD.	07/17 - 03/18; Transloader lease	\$1.00/month, .02c/gallon for throughput propane			
Tank Storage Agreement - Colmar Terminal	3251 Trewigtown Road, Colmar, PA	Leased Equipment - Tank Storage	Colmar Terminal, Inc.	01/14 - 12/18; extension options	\$2,000/mo, additional charges depending on gallon usage			
Crowe Realty LLC (January 2005)	85 White Oak Road, PO Box 429, Manheim	Leased Premises	Crowe Realty	09/05 - 09/06, renewing				
HL Wiker - NRLM (August 2008)	709 Hartman Station Rd, Lancaster, PA	Leased Premises	H.L. Wiker, Inc.	housing fuel; 07/08 - 07/09, 1 year renewal				
HL Wiker - Propane (January 2008)	northeast of Hartman Station Road	Leased Premises	H.L. Wiker, Inc.	Lease propane storage tank area; 01/08 - 01/13, renewal terms up until 01/18	\$0.015/gallon, + base rent ~\$1,160/mo			
HL Wiker Addendum (January 2018)	709 Hartman Station Rd, Lancaster, PA	Leased Premises	Hartman Station, Inc (prev. H.L. Wiker)	Amendment to 08/08 lease; extension	\$0.015/gallon, + base rent \$1,545/mo			
HL Wiker NRLM Lease Addendum (January 2014)	709 Hartman Station Rd, Lancaster, PA	Leased Premises	Hartman Station, Inc (prev. H.L. Wiker)	Amendment to 08/08 lease; extension	\$0.045/gallon			
HL Wiker NRLM Lease Addendum (January 2015)	709 Hartman Station Rd, Lancaster, PA	Leased Premises	Hartman Station, Inc (prev. H.L. Wiker)	Amendment to 08/08 lease; extension	\$0.045/gallon			
HL Wiker NRLM Lease Addendum (January 2016)	709 Hartman Station Rd, Lancaster, PA	Leased Premises	Hartman Station, Inc (prev. H.L. Wiker)	Amendment to 08/08 lease; extension	\$0.045/gallon			
HL Wiker NRLM Lease Addendum (January 2017)	709 Hartman Station Rd, Lancaster, PA	Leased Premises	Hartman Station, Inc (prev. H.L. Wiker)	Amendment to 08/08 lease; extension	\$0.045/gallon			
HL Wiker Propane Addendum (January 2013)	northeast of Hartman Station Road	Leased Premises	H.L. Wiker, Inc.	True Up; extend through 01/13	\$62,700 at signing in prepaid rent			
HL Wiker Propane Addendum (January 2015)	northeast of Hartman Station Road	Leased Premises	H.L. Wiker, Inc.	Amendment to original lease; extension through	\$1,231 base rent			
HL Wiker Propane Addendum (January 2016)	northeast of Hartman Station Road	Leased Premises	H.L. Wiker, Inc.	Amendment to original lease; extension through	\$0.015/gal + \$1,268/mo base rent			
HL Wiker Propane Addendum (January 2017)	northeast of Hartman Station Road	Leased Premises	H.L. Wiker, Inc.	Amendment to original lease; extension through	\$0.015/gal + \$1,306/mo base rent			
Lester R Summers Inc - Ephrata (July 2015)	Summers Yard, Rt. 272 & Garden Spot Rd, Ephrata	Leased Premises	Lester R. Summers	07/15 - 07/16; lease of parking space	\$150/mo, \$150 sec. deposit			
Lyons Obetz (September 2009)	55 Doe Run Road Suite 104: The Building	Leased Premises	Lyons & Obetz	09/09 - 09/10, option to extend	\$13,000/mo			
Lyons Obetz Renewal (September 2013)	55 Doe Run Road Building 2 Suite 104	Leased Premises	Lyons & Obetz	3 year renewal	\$13,000/mo			
Rineer Sons Real Estate Investments, LLC Renewal (June 2015)	902 Stasburg Pike, Strasburg, PA	Leased Premises	Rineer Sons Real Estate Investments, LLC	06/15 - 05/18	\$3,300/mo			
Rineer Sons Real Estate Investments, LLC Renewal (May 2011)	902 Stasburg Pike, Strasburg, PA	Leased Premises	Rineer Sons Real Estate Investments, LLC	05/11 - 05/13, extension through 05/30/15	\$3,300/mo			
Crowe Realty LLC Amendment (January 2017)	85 white oak road, "east side" of building with 30,000 gal tank	Leased premises; extension	Crowe Realty					
Crowe Realty LLC (October 2010)	85 white oak road, "east side" of building with 30,000 gal tank	Leased Premises; terminate sept. 2010 lease and re-lease	Crowe Realty	10/12 - 10/13, 12 mo renewing	\$450/mo			
Pitney Bowes Postage Meter (May 2012)		postage meter rental	Pitney Bowes	receipts for meter rental, ended 05/2016				
Biodiesel Blending Agreement - Duck Island Terminal	1463 Lambertson Road, Trenton, NJ	Terminal Agreement	Duck Island Terminal, Inc.	Blending of fuel				
First Amendment (August 2016)	Amendment to 2016 Terminal agreement	Terminal Agreement	Arc Terminals Pennsylvania Holdings					
Assignment of Agreement - Plains to PBF Logistics (April 2016)		Terminal Agreements;	Plains Products Terminals LLC	04/16 closing				
August 2017 Price Update	All US locations	Terminal Price Change	Arc Terminal Holdings					
Biodiesel - Westmore Fuels - Port Chester (October 2014)	2 Purdy Ave, Port Chester, NY	Terminal Storage & Throughput	Westmore Fuel Co., Inc., Inc.,	Use of 20,000 gal AST	\$0.03 / gal			
Crowe Realty LLC (September 2010)	85 white oak road, "east side" of building with 30,000 gal tank	Terminate rental lease, purchase	Crowe Realty		\$32,500 for the tank			
Amendment 1 to Throughput Agreement; AMG Biofuels	All PA Locations	Throughput Agreement	Gulf Oil LP	01/17, pricing amendment	.0095/gallon/gallon for heating oil, and/or 500 ppm diesel additized with lubricity			
Propane Throughput Agreement - UGI Energy (May 2014)	Swatara Township Dauphin County PA, Rt 412; Signet Ave., Hellertown, PA; 2550 Trenton Ave. Williamsport, PA; 390 Route 11, Hunlock, PA	Throughput Agreement	UGI Energy Services, LLC	05/14 - 04/15; 4 locations for throughput	\$0.035/gal			
Propane Throughput Agreement - UGI Energy (May 2015)	Swatara Township Dauphin County PA, Rt 412; Signet Ave., Hellertown, PA; 2550 Trenton Ave. Williamsport, PA; 390 Route 11, Hunlock, PA	Throughput Agreement	UGI Energy Services, LLC	05/14 - 04/16; 4 locations for throughput	\$0.035/gal			
Propane Throughput Agreement - UGI Energy (May 2016)	Swatara Township Dauphin County PA, Rt 412; Signet Ave., Hellertown, PA; 2550 Trenton Ave. Williamsport, PA; 390 Route 11, Hunlock, PA	Throughput Agreement	UGI Energy Services, LLC	05/16 - 04/17; 4 locations for throughput	\$0.035/gal			
Propane Throughput Agreement - UGI Energy (May 2017)	Steelton, Williamsport, Hunlock, Bethlehem	Throughput Agreement	UGI Energy Services, LLC	06/17 - 04/18; 4 locations for throughput	\$0.035/gal			
RF Oil - Lehighton (July 2014)	7505 Interchange Rd, Lehighton, PA	Throughput Agreement	RF Oil Fuel Oil, Inc	07/14 - 06/17	\$0.04/gal - \$0.05/gal			
Storage Thruput Agreement Renewal - IPT, LLC (January 2012)	140 American Oil Road, Rensselaer, NY	Throughput Agreement	IPT, LLC	01/12 - 06/12	\$0.007/gal			
Storage Thruput Agreement Renewal - IPT, LLC (July 2012)	140 American Oil Road, Rensselaer, NY	Throughput Agreement	IPT, LLC	07/12 - 06/13	\$0.007/gal			
Storage Thruput Agreement Renewal - IPT, LLC (November 2014)	140 American Oil Road, Rensselaer, NY	Throughput Agreement	IPT, LLC	11/14 - 10/15	\$0.00737/gal			
Storage Thruput Agreement Renewal - IPT, LLC (November 2016)	140 American Oil Road, Rensselaer, NY	Throughput Agreement	IPT, LLC	11/16 - 10/17	\$0.00756/gal			
Storage Thruput Agreement Renewal - IPT, LLC (November 2017)	140 American Oil Road, Rensselaer, NY	Throughput Agreement	IPT, LLC	11/17 - 10/18	\$0.00765/gal			

Sweetwater - Ephrata (May 2015)	Ephrata Terminal of Sweetwater Propane Mechanicsburg, Dupont, Altoona, S. Williamsport terminals	Throughput Agreement	Sweetwater Propane, Inc.	05/15 - 04/16	\$0.01/gal			
Terminal Agreement - ARC Terminals (July 2016)		Throughput Agreement	Arc Terminals Pennsylvania Holdings LLC	07/16 - 12/16; auto renew for (3) 3 month	\$0.03/gal			
Terminal Agreement - Plains Philadelphia South (May 2010)	6850 Essington Ave, Philadelphia PA	Throughput Agreement	Plains Products Terminals LLC	05/10 - 04/11; auto renew each month				
Terminal Agreement - PPC (February 2010)	Sinking Spring, Highspire, Altoona terminals	Throughput Agreement	Petroleum Products Corp.	02/10 - 12-10				
Terminal Agreement - Sunoco Partners (November 2014)	Altoona, Baltimore, Belmont, Blawnox, Delmont, Eagle Point, Exton, Kingston, Malvern, Manassas terminals	Throughput Agreement	Sunoco Partners Marketing & Terminals, L.P.	12/14 - ongoing unless terminated; appears to be terminated				
Terminal Agreement - Windsor Fuels (September 2015)	80 Windsor Ave, Mineola, NY	Throughput Agreement	Windsor Fuel Co., Inc.	08/15 - 06/16; auto renew unless terminated - appears to be terminated	\$0.03/gal			
Throughput Agreement - Lucknow-Highspire (August 2005)	many PA terminals	Throughput Agreement	Lucknow-Highspire Terminals Corp.	08/05 - 07/06, auto renew unless terminated - appears to be terminated				
Thruput Agreement - Fred Schildwachter Sons (October 2015)	1400 Ferris Place, Bronx, NY	Throughput Agreement	Fred M. Schildwachter & Sons, Inc.	10/15 - ongoing unless terminated				
Thruput Agreement - Fred Schildwachter Sons (September 2014)	1401 Ferris Place, Bronx, NY	Throughput Agreement	Fred M. Schildwachter & Sons, Inc.	09/14 - 09/15				
Throughput Amendment - Lucknow-Highspire (March 2010)	many PA terminals	Throughput Agreement - Price Amendment	Lucknow-Highspire Terminals Corp.	amendment to 08/05 contract	additional \$0.001/gal			
Throughput Amendment - Lucknow-Highspire (October 2008)	many PA terminals	Throughput Agreement - Price Amendment	Lucknow-Highspire Terminals Corp.	Allows customer to pull winterized	\$0.0325/gal for each gal with winter additive			
Throughput Amendment - Lucknow-Highspire (October 2011)	many PA terminals	Throughput Agreement - Price Amendment	Lucknow-Highspire Terminals Corp.	adjusting fee for winter additive	\$0.0290/gal			
Updated Lease Amounts - 2017	318 North Elmer Ave, Sayre PA	Updated Rent	W&O	Descriptions of new rent payments - goes until 2017/2018 year	\$2,206.67/mo			
Plains Marketing L.P. - Purchase Agreement - Contract #AMJ18TSPNP0001 dated Feb. 21, 2018	Schaefferstown, PA	Propane purchase agreement	Plains Marketing L.P.	Purchase	\$0.82/gal			

Schedule 2.1(c)

Inventory

Fuel inventory, wherever located as follows:

Tank and Bulk Fuel Inventory	424,593.03 gallons
Truck Fuel Inventory	44,191.00 gallons

Schedule 2.1(e)

Tangible Personal Property

Storage and Skid Tanks

- 2 X 300,000 Gallon AST- Across from 85 White Oak Road, Manheim, PA (Tank and land OWNED)
- 10,000 Gallon UST - Across from 85 White Oak Road, Manheim, PA (Tank and land OWNED)
- 20,000 Gallon UST - 24 New Charlotte St, Manheim, PA (Tank and land OWNED)
- 4 X 20,000 Gallon UST & 5 X 30,000 Gallon UST - 902 Strasburg Pike (tanks owned but on LEASED site)
- UST - 709 Hartman Station Road (underground tank and site LEASED)
 - 2, 30,000 gallon above ground propane storage tanks owned by Worley & Obetz
- 1.35 million Gallon AST - 3251 Trewigtown Road, Colmar, PA (tank and site LEASED)
- 1974 Riley Beard 30,000 Gallon Propane Tank (AST) and Highland 30,000 Gallon Propane Tank (AST) located at 16 Lititz Rd., Lititz, PA 17543 (tank owned but on LEASED property)
- 1971 Trinity 30,000 Gallon Propane Tank located at 2388 N. Market St., Elizabethtown, PA (tank owned but on leased property)
- 500 gallon and (5) 300 gallon skid tanks at High Concrete in Denver, PA (tanks owned but on customer site, W&O rights subject to customer negotiation)
- (Above) (3) 10,000 gallon petroleum tanks, (Above) (1) 15,000 gallon petroleum tank, (A bove) (1) 2,500 gallon DEF tank, 318 N. Elmer Ave., Sayre, PA (tanks owned but in lease site)
- 6,500 Gallon diesel exhaust fluid storage tank, 85 White Oak Road, Manheim, PA
- Customer Tanks owned by Worley & Obetz, Inc., 4000 tanks (count estimated not confirmed, certain tanks have been removed and location is now not known)
- Certain Storage Tanks New and replaced propane tanks for customer locations are stored at 35 Doe Run Road, Manheim, PA
 - Customer tanks owned by Worley & Obetz, Inc. Customer tanks are owned by the company and customers—pricing of product depends on tank ownership and contract terms
- Miscellaneous truck parts and maintenance equipment
- Propane tank parts and installation equipment in 85 White Oak Road warehouse and in/on any trucks
- HVAC service equipment, parts and sundry inventory stored at 85 White Oak Road, Manheim, PA
- Other related assets used in the business operations of Worley & Obetz, Inc.'s Retail division
- Other related assets used in business operations of W&O Propane Division

- Other related assets used in the business operations of W&O Inc,'s Service and Installation division
- Other related assets used in the business operations of W&O's Value Energy North Division (Sayre)
- Other related assets used in the business operations of W&O's Value Energy South Division
- Other related assets used in business operations of AMG propane, Wholesale division
- Other related assets used in the business operations of W&O Fleet Fueling Division
- Other related assets used in business operations of W&O's Wholesale Division
- Other related assets used in business operations of AMG Renewables Division
- Other related assets used in the business operations of AMG's Petroleum division
- Other related assets used in business operations of AMG's Electricity Supply and Brokerage Division (subject to contract calculations and regulatory controls and restrictions)
- Other related assets used in the business operations of AMG Natural Gas division (subject to contract calculations and regulatory controls and restrictions)
- Other Property, Maintenance Equipment (Lawn tractors, trimmers, etc.) on site
- Related assets including parts, inventory, supplies, furniture/fixtures, tools, equipment, etc.

The items listed above do not include previously sold assets, expired or cancelled leases, and expired or rescinded permits or licenses.

Note that owned or leased tanks are subject to terms of lease and may require removal or abandonment.

Schedule 2.1(f)

Permits

**AMERIGREEN ENERGY INC
LIST OF STATE LICENSES**

Number

Electricity Supplier

Pennsylvania Public Utility Commission A-2014-2451720
State of New York Department of Public Service

Electricity Brokerage

State of Delaware Public Service Commission
State of Illinois Commerce Commission
Commonwealth of Massachusetts Department of Public Utilities EB-442
State of Maryland Public Service Commission IR-3568
State of New Jersey PA-0165 Private Aggreg
EA-0318 Energy Agent
EC-0101 Energy Consuls
Public Utilities Commission of the State of Ohio 18-1304E(1)
Public Utility Commission of Texas

Natural Gas Supplier

Commonwealth of Massachusetts Department of Public RA-205
State of Maryland Public Service Commission IR-3569
State of New Jersey GSL-0124
Pennsylvania Public Utility A-2014-2451710
State of New York Department of Public Brooklyn Union Gas Service Territory - National
Service Grid NY
Keyspan Gas East Service Territory - National Grid
Orange & Rockland Utilities
Consolidated Edison Company

Natural Gas Brokerage

Public Utilities Commission of the State of Ohio 18-651G(1)

Note: Transferability of the above licenses is subject to the rules of each state's utility commission. Some or all of the licenses may be non-transferrable and so reapplication to the state commission would be necessary for the buyer.

Schedule 2.1(g)

Intellectual Property Rights

All Intellectual Property including:

Patents, patent applications, patent rights, patent disclosures and inventions (whether or not patentable or reduced to practice)

Trademarks (registered and at common law), trademark registrations and applications, trade names, logos, trade dress, brand names, service marks (registered and at common law), service mark registrations and applications, websites, domain names and other indicia of source and all goodwill associated therewith

Works of authorship, copyrights, copyright registrations and applications for registration, and moral rights

Know-how, trade secrets, customer lists (including all wholesale, retail and commercial customer account lists, whether active or inactive including complete contact information), proprietary information, proprietary processes and formulas, databases and data collections

All source and object code, software (including front and back office software, customer management and fuel management systems, accounting and billing systems, POS inventory systems and fleet management systems), algorithms, architecture, structure, display screens, layouts, inventions and development tools

All documentation and media constituting, describing or relating to the above, including, manuals, memoranda and records.

Schedule 2.1(h)

Vehicles

No.	VIN	Yea	Make	Title Number	Owner
12	1FT7W2BT0BEA54209	2011	FORD	68788426801 WO	Worley and Obetz
13	1FTYR2CV6GKA85114	2016	FORD	75952610401 WO	Worley and Obetz
14	JL6BNG1A3CK004246	2012	MITSUBISHI	70777185402 WO	Worley and Obetz
15	3GNAXUEU8JS563348	2018	CHEVORLET	78444261701WO	Worley and Obetz
16	3C6TRVCD2EE123187	2014	RAM	74203430601 WO	Worley and Obetz
17	1C4RJFBM7EC310160	2014	JEEP	72720870601 WO	Worley and Obetz
18	3C6UR5NJ6HG547522	2017	DODGE	76794490101WO	Worley and Obetz
19	1J4GL48555W600525	2005	JEEP	61677819901WO	Worley and Obetz
20	WD0PE745085304790	2008	DODGE	67277253401 WO	Worley and Obetz
21	1FTRX18L11NA30958	2001	FORD	56181080502 WO	Worley and Obetz
22	1XPFD89X61N566239	2001	PETERBILT	55580038902 WO	Worley and Obetz
27	3BPNHD7X8WF462096	1998	PETERBILT	51600545903 WO	Worley and Obetz
28	1XP5DB9X54N831880	2004	PETERBILT	60382629901 WO	Worley and Obetz
29	1FT7W2B60FEC47217	2015	FORD	74330826401WO	Worley and Obetz
30	1FDWF36L2XED91611	1999	FORD	53376098902 WO	Worley and Obetz
32	1XP5D89X63N595660	2003	PETERBILT	58192412001 WO	Worley and Obetz
34	1XP5DB9X35N855225	2005	PETERBILT	61317391401 WO	Worley and Obetz
35	1XPFDU9X31N555808	2001	PETERBILT	54973076102 WO	Worley and Obetz
36	1FTH2423VHB77033	1997	FORD	51018722301 WO	Worley and Obetz
37	1FTSE3EL2BDA48285	2011	FORD	69232776001WO	Worley and Obetz
40	1FTSE3EL6BDA48287	2011	FORD	69232744101WO	Worley and Obetz
41	WA1LMAFEXFD024148	2015	AUDI	75035448401WO	Worley and Obetz
42	1XPFD89X01N561652	2001	PETERBILT	55424371002WO	Worley and Obetz
43	1C6RR7VM1FS612732	2015	DODGE RAM 1500		Worley and Obetz
44	1HTMKADN62H511291	2002	INTERNATIONAL	56486648301WO	Worley and Obetz
45	1XP5DB9X91N558325	2001	PETERBILT	56577248101WO	Worley and Obetz
46	2NPNHD7X02M575044	2002	PETERBILT	56948005901WO	Worley and Obetz
47	1C6RR7PM9FS575152	2015	RAM	74270937001WO	Worley and Obetz
48	1FMSU45P63E866794	2003	FORD	59770667603WO	Worley and Obetz
49	1XPWD49X2AD106075	2010	PETERBILT	67517054001WO	Worley and Obetz
50	1XPFDU9X7XN504479	1999	PETERBILT	53197517402WO	Worley and Obetz
51	2NPNHD7X11M561653	2001	PETERBILT	55673141402WO	Worley and Obetz
52	2NP3LJ9X3FM304907	2015	PETERBILT	NO TITLE	Worley and Obetz
53	1FTSE3EL4BDA48286	2011	FORD	69232764001WO	Worley and Obetz
54	3C6TRVCD4EE123627	2014	RAM	74210863501WO	Worley and Obetz

55	1D7HW48P27S144647	2007	DODGE	64307456601WO	Worley and Obetz
56	1FVHCYDJ86HW08598	2006	FREIGHTLINER	63012924701WO	Worley and Obetz
57	1C4RJFBM3FC716633	2015	JEEP	74852155101WO	Worley and Obetz
58	1FDXF46F82EB61326	2002	FORD	56984961001WO	Worley and Obetz
59	1XKW080X32J888526	2002	KENWORTH	58635449002 WO	Worley & Obetz Inc.
60	2NP2HN7X1DM186103	2013	PETERBILT	71314854701WO	Worley and Obetz
61	1GTHG39R921142233	2002	GMC	57070161501WO	Worley and Obetz
62	1C4RJFBM0EC310159	2014	JEEP	72720918701WO	Worley and Obetz
63	2NP2HN7X8DM179505	2013	PETERBILT	70803428701WO	Worley and Obetz
64	IXPWD49X4AD106076	2010	PETERBILT	67517345701WO	Worley and Obetz
65	IFDSF35S33EB39739	2003	FORD	58490271901WO	Worley and Obetz
66	1GYFK66878R167767	2008	CADILLAC	692732013802WO	Worley and Obetz
67	1FTYR2CVPGKA44573	2016	FORD	75792339501WO	Worley and Obetz
68	1M2AX07CPJM039692	2018	MACK	NO TITLE	Worley and Obetz
69	1M2AX07C0JM039693	2018	MACK	NO TITLE	Worley and Obetz
70	1FVHCYBS4BDAU7722	2011	FREIGHTLINER	69142353401WO	Worley and Obetz
72	WD0PD644565949677	2006	DODGE	63775825201WO	Worley and Obetz
73	1M1AA14Y4TW061280	1996	MACK	49589413002	Worley & Obetz Inc.
74	2NPLHD7X77M685006	2007	PETERBILT	63478910401WO	Worley and Obetz
75	NO VIN		ELEC.	NO TITLE	Worley and Obetz
76	1XPHD49XXAD795405	2010	PETERBILT	67888559401WO	Worley and Obetz
78	1XP5DB9X37N668876	2007	PETERBILT	63693353701WO	
79	1FTSE3EL0BDA48284	2011	FORD	69232734701WO	Worley and Obetz
80	1FTFW1EF6DKD33776	2013	FORD	71546038401WO	Worley and Obetz
81	2NP3LJ9X4FM305239	2015	PETERBILT	NO TITLE	Worley and Obetz
82	VG6BAO9B1YB702396	2000	MACK	55029873603WO	Worley and Obetz
83	2NPLHN7X68M764366	2008	PETERBILT	65782090601WO	Worley and Obetz
84	2NP2HJ7X6HM409346	2017	PETERBILT	NO TITLE	Worley and Obetz
85	2NP2HJ7X4HM409345	2017	PETERBILT	NO TITLE	Worley and Obetz
86	1FMCU9EG3AKC81708	2010	FORD	68342709702WO	Worley and Obetz
87	1G1P75SZ6F7255795	2015	CHEVROLET	75664528001WO	Worley and Obetz
88	WVGEP9BP4DD001050	2013	VOLKSWAGEN	71794005201WO	Worley and Obetz
89	3C6TRVCD4EE123630	2014	RAM	74265170601WO	Worley and Obetz
90	WDOPE745285285613	2008	DODGE	66539537701WO	Worley and Obetz
91	WDOPE745485304789	2008	DODGE	67277246801WO	Worley and Obetz
92	1FTFW1ET5DKD12407	2013	FORD	73149607901WO	Worley and Obetz
93	1HTSG0005YH270796	2000	INTERNATIONAL	56829277002 WO	Worley and Obetz Inc.
94	WD2PD444755724901	2005	DODGE	61483617101 WO	Worley and Obetz Inc.
96	2NPLLZ9X87M693284	2007	PETERBILT	64553232301 WO	Worley and Obetz Inc.
97	1FMCU9GX1GUB28917	2016	FORD	75433916901 WO	Worley and Obetz Inc.
98	1FMCU9GX7GUB29571	2016	FORD	75582927001 WO	Worley and Obetz Inc.

99	1FTWE1EG1FFC83210	2015	FORD	75399456001 WO	Worley and Obetz Inc.
100	1FM5K8B83GGA41933	2016	FORD	75273144201 WO	Worley and Obetz Inc.
101	1NPALU0X26N884964	2006	PETERBILT	62703692302 WO	Worley and Obetz Inc.
102	2NPLHD7X85M865253	2005	PETERBILT	62473459802 WO	Worley and Obetz Inc.
103	1FVX6EDBXYLF06572	2000	FREIGHTLINER	55898071602 WO	Worley and Obetz Inc.
104	1FVX6EDBXXLA19161	1999	FREIGHTLINER	52853903802 WO	Worley and Obetz Inc.
105	5HTAB4327V7H61284	1997	HEIL	56081085301 WO	Worley and Obetz
105	1XP5DB9X5SN360410	1995	PETERBILT	47548035703 WO	Worley and Obetz Inc.
106	1C4RJFBM3FC100429	2015	JEEP	75612762501 WO	Worley and Obetz Inc.
107	1XP9DB9X9GP202830	1986	PETERBILT	44093177703 WO	Worley and Obetz Inc.
108	1HTAA1954EHA14441	1984	INTERNATIONAL	35726181702 WO	Worley and Obetz Inc.
109	3BPNHD7X1WF469035	1998	PETERBILT	51992584702 WO	Worley and Obetz Inc.
110	1XP5DB9X5VN387532	1997	PETERBILT	49949115005 WO	Worley and Obetz Inc.
111	1FTYR2CV4GKA44576	2016	FORD	75792086001 WO	Worley and Obetz Inc.
112	1FMCU9GD4HUAD847	2017	FORD	76235998701 WO	Worley and Obetz Inc.
113	2NP2HJ7X4EM241542	2014	PETERBILT	72894625201 WO	Worley and Obetz Inc.
114	3C6TRVCD8EE123629	2014	RAM	74210911301 WO	Worley and Obetz
115	WD0PE745185236936	2008	DODGE	65723947901 WO	Worley and Obetz Inc.
116	4P5L62023H3023913	2017	PJ	77569596501 WO	Worley and Obetz
117	1FTSE3EL88DA48288	2011	FORD	69232721401 WO	Worley and Obetz Inc.
118	1GCHG35RXY1237737	2000	CHEVROLET	5529365002 WO	Worley and Obetz Inc.
119	1EMCU9GD1HUD2412	2017	FORD	77329876701WO	Worley & Obetz Inc.
120	2NPRLNDX29M788250	2009	PETERBILT	66729081001 WO	Worley and Obetz Inc.
121	MOXUVGF080476	2010	JOHN DEERE	NO TITLE	Worley and Obetz
122	1HLA3A7B7C7H52109	1982	HEIL TRAILER	34426880502WO	Worley and Obetz
123	1FTZW2B61EEA27387	2014	FORD	72791138801 WO	Worley and Obetz Inc.
125	3BPNHD7X2WF469030	1998	PETERBILT	51992583402 WO	
126	1HTWNAZT47J381180	2007	INTERNATIONAL	65087359301 WO	
127	1FTPW14VW8FA68467	2008	FORD	66211444701WO	Worley and Obetz Inc.
128	5HTAB432X37H67271	2003	HEIL	58753659601 WO	Worley and Obetz
129	5HTAB432XB7H73398	2008	HEIL	65351351201 WO	Worley and Obetz Inc.
130	1E9BE26217E353763	2007	HAUL MASTER	65812309101 WO	Worley and Obetz
131	1C4RJFBM0FC767149	2015	JEEP	74433593401 WO	Worley and Obetz
132	5HTAB432X37H66816	2003	HEIL	58203491301 WO	Worley and Obetz
133	1G1FW6S08H4160004	2017	CHEVROLET	78013622002 WO	Worley and Obetz
134	5HTAB4426V7H61033	1997	HEIL	50307539102 WO	Worley and Obetz
135	1FVHCYBS9BDAU7893	2011	FREIGHTLINER	69142337601 WO	Worley and Obetz
136	2NP2HJ7XXEM241562	2014	PETERBILT	73264201601 WO	Worley and Obetz
137	1HTSCABM2TH302663	1996	INTERNATIONAL	49525537504 WO	Worley and Obetz
138	1FV6HFAA1SL629057	1995	FREIGHTLINER	48237495903 WO	Worley and Obetz

139	1HTSDAAN11H336467	2001	INTERNATIONAL	57939742903 WO	Worley and Obetz
140	1NPSL09X3BD116491	2011	PETERBILT	69456295001 WO	Worley and Obetz
141	2NP3LN0X2AM109116	2010	PETERBILT	67917155001 WO	Worley and Obetz
142	5HTAB442617H65058	2001	HEIL TRAILER	55597383902WO	Worley and Obetz
143	1NPNHD7X7XS480327	1999	PETERBILT	53986157903 WO	Worley and Obetz
144	1XPADU9X46N888486	2006	PETERBILT	63019821202 WO	Worley and Obetz
145	4J8T043241T003802	2001	FRUEHAUF	56534358501WO	Worley and Obetz
146	1FMCU9DG4AKC62912	2010	FORD	68326455601 WO	Worley and Obetz
147	1FDAF5HR6AEB09808	2010	FORD	68384531301 WO	Worley and Obetz
148	1FMCU9GX6GUA90133	2016	FORD	75272996101WO	Worley and Obetz
149	5HTAB4322A7H75099	2010	HEIL	67797830601 WO	Worley and Obetz
150	5HTAB4425X7H63066	1999	HEIL TRAILER	53156123502WO	Worley and Obetz
153	1XPWD49X1CD142620	2012	PETERBILT	69935640201 WO	Worley and Obetz
154	1XPWD49X5CD142619	2012	PETERBILT	69935772801 WO	Worley and Obetz
155	1FMCU9GX3GUA80448	2016	FORD	75273120201 WO	Worley and Obetz
156	1XPWDB9XXBD117508	2011	PETERBILT	69065086501 WO	Worley and Obetz
157	1HLA3A7F6S7H58050	1995	HEIL	47727448204 WO	Worley and Obetz
158	1NPSL09X1BD116490	2011	PETERBILT	69733761001 WO	Worley and Obetz
159	1GRAA9623HB117611	1987	GREAT DANE	39351608402 WO	Worley and Obetz
160	1FMCU9G9GUB19214	2016	FORD	75433844001WO	Worley and Obetz
161	2NP3MN9XXCM16039	2012	PETERBILT	70123258301 WO	Worley and Obetz
162	1FUJGPDR3CDBJ6237	2012	FREIGHTLINER	69987532601 WO	Worley and Obetz
163	1FUJGPDR5CDBJ6238	2012	FREIGHTLINER	69987533901 WO	Worley and Obetz
164	5HTAB4320A7H75098	2010	HEIL	NO TITLE	Worley and Obetz
165	1FUJGPDR7CDBJ6239	2012	FREIGHTLINER	69987534101 WO	Worley and Obetz
166	5HTAB4320C7H76108	2012	HEIL	69991663001 WO	Worley and Obetz
167	5HTAB4322C7H76109	2012	HEIL	69991672201 WO	Worley and Obetz
168	2H9AECHF1CT002331	2012	HUTCHINSON	70224961901 WO	Worley and Obetz
169	5HTAB432757H68770	2005	HEIL	61758082201 WO	Worley and Obetz
170	2H9AECHF2CT002332	2012	HUTCHINSON	70224948901 WO	Worley and Obetz
171	2HDAECHF5CT002333	2012	HUTCHINSON	70290507501 WO	Worley and Obetz
172	SW136084PA		SP CONSTR	54136084201 MC	Worley and Obetz
173	5HTAB4421V7H60873	1997	HEIL TRAILER	49932174302WO	Worley and Obetz
174	1C4RJFBM4FC677289	2015	JEEP	74852203001WO	Worley and Obetz
175	5NHUCCV265N044399	2005	CONTINENTAL	70153771001 WO	Worley and Obetz
176	5HTAB432877H71728	2007	HEIL	63872821701 WO	Worley and Obetz
177	NO VIN NUMBER	NO YEAR	HYSTER	NO TITLE	Worley and Obetz
178	5HTAB432X77H71729	2007	HEIL	63950336501 WO	Worley and Obetz
179	1XPWD49X3CD142621	2012	PETERBILT	71183409401 WO	Worley and Obetz
180	1HLA3A7FXR7H57204	1994	HEIL	46504276603 WO	Worley and Obetz

181	3C6JR7ET6EG127240	2014	RAM	72942113701 WO	Worley and Obetz
182	3GNAXUFU8JS545903	2018	CHEVROLET	78342947301WO	Worley and Obetz
183	5HTAB4420T7H59159	1996	HEIL	49069392604 WO	Worley and Obetz
184	1HLA3A7F7S7H58901	1995	HEIL	48152551403 WO	Worley and Obetz
185	1FMCU9GDSHUD2412	2017	FORD	77369538201 WO	Worley and Obetz
186	1FDUFSHT4DEB54033	2013	FORD	72373570401 WO	Worley and Obetz
187	1XPWDP9X2ED236428	2014	PETERBILT	NO TITLE	Worley and Obetz
188	1XPWDP9X5ED238464	2014	PETERBILT	NO TITLE	Worley and Obetz
189	3AKJGND10EDFT8496	2014	FREIGHTLINER	NO TITLE	Worley and Obetz
190	5HTAB4329E7H79298	2014	HEIL	NO TITLE	Worley and Obetz
191	5HTAB4320E7H79299	2014	HEIL	No Title	Worley and Obetz
192	5HTAB4321E7H79456	2014	HEIL	No Title	Worley and Obetz
193	4P5B61829E3008905	2014	PJ	75532623101 WO	Worley and Obetz
194	1TC950RGJET020007	2014	John Deere	No Title	Worley and Obetz
195	5HTAM4529C7H76423	2012	HEIL	73869848403 WO	Worley and Obetz Inc.
196	5HTAM4520C7H76424	2012	HEIL	73869841503 WO	Worley and Obetz Inc.
197	1GCGG25V271107808	2007	CHEVROLET	63782279004 WO	Worley and Obetz
199	1GCHG35U741242800	2004	CHEVROLET	68743200203 WO	Worley and Obetz Inc.
200	4U01C12122A011119	2002	CARGO	58069425203 WO	Worley and Obetz Inc.
202	1FD8X3H67JEB66427	2018	FORD F-350 SUPERCAB		Worley and Obetz Inc.
203	1FD8X3H67JEB66428	2018	FORD F-350 SUPERCAB		Worley and Obetz Inc.
205	4V1VDBPE3SN705034	1995	WHITE GMC	55195556402 WO	Worley and Obetz
206	4V4JDBGF1TR839058	1996	VOLVO	48737802203 WO	Worley and Obetz
207	4V4JDBCF4TR839071	1996	VOLVO	48737964103 WO	Worley and Obetz
208	1FV6HFBA8SL648719	1995	FREIGHTLINER	62043060502 WO	Worley and Obetz
209	4VG7DARJEWN755084	1998	VOLVO	62085849902 WO	Worley and Obetz
210	4VG7DARJXXN786608	1999	VOLVO	62420958802 WO	Worley and Obetz
211	4V4ND2RH2YN241933	2000	VOLVO	62576648902 WO	Worley and Obetz
213	4V4ND2RH4YN796107	2000	VOLVO	62735668102 WO	Worley and Obetz
214	4V4ND2RH0YN796105	2000	VOLVO	62735727702 WO	Worley and Obetz
215	4V4ND2RH2YN796106	2000	VOLVO	62793843202 WO	Worley and Obetz
216	1FTYR2CM5GKB30230	2016	FORD	76328540001 WO	Worley and Obetz
217	4VG7DARH6XN778423	1999	VOLVO	63420746202 QO	Worley and Obetz
218	1FUJGEDR4HLHZ7414	2017	FREIGHTLINER	NO TITLE	Worley and Obetz
219	1FUJGEDR6HLHZ7415	2017	FREIGHTLINER	NO TITLE	Worley and Obetz
220	1M1AW07Y8HM08228	2017	MACK	NO TITLE	Worley and Obetz
221	1W9P14323GM350051	2016	WESTMOR	NO TITLE	Worley and Obetz
222	UNT007703	1980	FRUEHAUF	50961419002 WO	Worley and Obetz
223	1PMA24321V5001229	1997	POLAR	61742294302 WO	Worley and Obetz

224	5HTAB4320H7081972	2017	HEIL	NO TITLE	Worley and Obetz
225	10BEA9236HF0D4608	2016	BEALL TRAILER	NO TITLE	Worley and Obetz
227	1ETYS2CM4HKB43259	2017	FORD	NO TITLE	Worley and Obetz
228	1XPCD49X1KD261365	2019	PETERBILT 567		Worley and Obetz
229	1XPCD49X3KD261366	2019	PETERBILT 567		Worley and Obetz
238	5HTSA4323K7601502	2019	HEIL TANK		Worley and Obetz
239	5HTSA4323K7601503	2019	HEIL TANK		Worley and Obetz
242	2HSCEAPR45C029758	2005	INTERNATIONAL	60848603302WO	Worley and Obetz
243	3AKJGND12GDGX3465	2016	FREIGHTLINER	NO TITLE	Worley and Obetz
244	1C4RJFBM8FC796401	2015	JEEP	74852303601WO	Worley and Obetz
245	1FTNM21P03EB6036	2003	FORD	72123328002WO	Worley and Obetz
246	1B7KM2688LS711430	1990	DODGE	42932918707WO	Worley and Obetz
248	5HTAM452477L72688	2007	HEIL TRAILER	75741011601WO	Worley and Obetz
249	1GB0GRFG5G1309296	2016	CHEVROLET	77945784602WO	Worley and Obetz
252	HW13929	1979	DORSEY TRAILER	56022290603WO	Worley and Obetz
253	1TKC02421HM038953	1987	TRAIL KING	69539336302WO	Worley and Obetz
254	1FDWE3FL2DDA85254	2013	FORD	72476003402WO	Worley and Obetz
255	1FUJGED57GLGX4492	2016	FREIGHTLINER	NO TITLE	Worley and Obetz
256	1FUJGED57GLGX4493	2016	FREIGHTLINER	NO TITLE	Worley and Obetz
257	5HTAB4321F7H80771	2015	HEIL TRAILER	NO TITLE	Worley and Obetz
258	5HTAB4323F7H80772	2015	HEIL TRAILER	NO TITLE	Worley and Obetz
259	5HTAB4325F7H80773	2015	HEIL TANK	NO TITLE	Worley and Obetz
260	2HSFHASRXXC031142	1999	INTL	52742318001 SH	Worley and Obetz Inc.
261	2HSCHAER32C238246	2002	INTL	56915409002 SH	Worley and Obetz Inc.
262	2HSCHAPR37C432012	2007	INTL	68890883001 SH	Worley and Obetz Inc.
263	3HSCUAPR0AN243190	2010	INTERNATIONAL	67651633902 SH	Worley and Obetz Inc.
264	3HSDMAPR6FN572598	2015	INTERNATIONAL	74271227001 MY	Worley and Obetz Inc.
265	2HSCZAPR7AC168576	2010	INTERNATIONAL	66843032002 MY	Worley and Obetz Inc.
266	3HSCXAPR5GN276413	2016	INTERNATIONAL	76327313201 MY	Worley and Obetz Inc.
270	5HTAM442517H64994	2001	HEIL	66738761801 SH	Worley and Obetz Inc.
271	5HTAM432227H66690	2002	HEIL	67785277301 SH	Worley and Obetz Inc.
272	5HTAM432027H66686	2002	HEIL	68367796301 SH	Worley and Obetz Inc.
273	5HTAM4527C7H76517	2012	HEIL	70246154501 SH	Worley and Obetz Inc.
274	5HTAM4524D7H77691	2013	HEIL	71470522501 SH	Worley and Obetz Inc.
275	5HTAM4525E7H79273	2014	HEIL	72444974001 SH	Worley and Obetz Inc.
276	5HTAB452317H64593	2001	HEIL	73438147002 SH	Worley and Obetz Inc.
TRK-11	1FTYR2CV2GKA44575	2016	FORD	75792386001 WO	Worley and Obetz
TRK-24	2NPLHD7X57M685005	2007	PETERBILT	63478937201 WO	Worley and Obetz
TRK-25	1FTYR2CV0GKA44574	2016	FORD	75792237301 WO	Worley and Obetz
TRK-26	2NPLHD7X27M698200	2007	PETERBILT	63737176601 WO	Worley and Obetz

TRK-31	WD0PE745X85236935	2008	DODGE	65729840301 WO	Worley and Obetz
TRL-124	1FTFX1EF4GFB61435	2016	FORD	76328568101 WO	Worley and Obetz
	1GRAA902XCB062401	1982	GREAT DANE TRLR	58476978902WO	Worley and Obetz
	BB5142692	1932	FORD	36614733802	Worley & Obetz Inc.
95	SALGS2RK2JA383212	2018	LAND ROVER	78895829001WO	Worley & Obetz Inc.
V-1	1C4RJFBMXFC112982	2015	JEEP	75819713601AM	AMERIGreen
V-2	1FMCU9GX5GUA48830	2016	FORD	75695910401AM	AMERIGreen
V-3	1J4PR4GK8AC108380	2010	JEEP	71951298802AM	AMERIGreen
V-4	1FMCU9G96GUC49962	2016	FORD	75829655501AM	AMERIGreen
V-6	1J4PR4GK4AC143515	2010	JEEP	72003492303AM	AMERIGreen
V-7	1C4RJFCM8EC384850	2014	JEEP	73330270501AM	AMERIGreen
V-9	1C4RJFBM5EC315793	2014	JEEP	74598477602AM	AMERIGreen
V-10	3FRNF6FC1BV411137	2011	FORD	76340525901AM	AMERIGreen
V-11	1GNSKCKC8FR505906	2015	CHEVROLET	75966360001AM	AMERIGreen
V-12	1C4RJFBM2EC521444	2014	JEEP	77909543502AM	AMERIGreen
500	1FV6HJBAXXHA93594	1999	FREIGHTLINER F70	TRUCK FOR AVONDALE TRANSLOADER	AMG Propane
501	431FS2529X1000515	1999	CROSS COUNTRY TRAILER	TRAILER FOR AVONDALE TRANSLOADER	AMG Propane

Schedule 2.2(f)

Wo-Go Stations Tangible Personal Property

WOGO & PACIFIC PRIDE DIVISIONS

Description

Retail fueling stations (unmanned) for use by customers who have cards that are on the respective networks.

Main office operations were from 202 Greenfield Road, Lancaster, PA (NO LONGER AVAILABLE)

Leases Included: 1634 W. Main St, Ephrata, PA (Charles Rutt)
101 E. Cherry St, Elizabethtown, PA (Lime Ridge Farm)
854 S. 16th St, Harrisburg, PA (Scheler Realty)

Includes Franchise Agreement with Pacific Pride Services, LLC

Locations: Manheim WoGo - 35 Doe Run Road, Manheim, PA (LEASED)
Lititz WoGo - 746 Rothsville Road, Lititz, PA (OWNED)
Ephrata WoGo/Pacific Pride - 1634 West Main Street, Ephrata, PA (LEASED)
Greenfield WoGo/Pacific Pride - 202 Greenfield Road, Lancaster, PA (LEASED)
Mount Joy Pacific Pride - 30 Orchard Road, Mount Joy, PA (OWNED)
Elizabethtown Pacific Pride - 101 East Cherry Street, Elizabethtown, PA (LEASED)
Harrisburg WoGo - 854 South 16th Street, Harrisburg, PA (LEASED)

All pumps, tanks and other equipment utilized in the operations of the Cardlock divisions, including remaining fuel inventory

Access to applicable Cardlock software systems for customer information

Trucks:

No.		Description		VIN
23	2014	RAM PROMASTER	WOGO OPS VAN	3C6TRVCD6EE123628
151	2002	DODGE VAN	WOGO OPS VAN - SPARE	2B7JB21Y92K110755

Any and all Intellectual Property relating to Wo-Go.

Schedule 3.5

Required Consents

The following agreements require written consent:

1. Lease Agreement between Worley & Obetz, Inc. and 202 Greenfield LP dated August 30, 2013
2. DEP Grant Agreement between Worley & Obetz, Inc. and the Commonwealth of Pennsylvania, Department of Environmental Protection, Office of Pollution Prevention and Energy Assistance
3. Lease Agreement between 333 Sylvan Avenue, LLC and AmeriGreen Energy, Inc. dated April 26, 2013
4. Lease Agreement between 333 Sylvan Avenue, LLC and AmeriGreen Energy, Inc. dated April 22, 2015
5. Commercial Lease Agreement between Lyons & Obetz and AmeriGreen dated April 1, 2014
 - a. AmeriGreen has the right to assign the lease to a corporation with which AmeriGreen may merge or consolidate, to any subsidiary of AmeriGreen, to any corporation under common control with AmeriGreen or to a purchaser of substantially all of AmeriGreen's assets without consent.
6. Commercial Lease Agreement between Lyons & Obetz and AmeriGreen dated July 1, 2011
 - a. AmeriGreen has the right to assign the lease to a corporation with which AmeriGreen may merge or consolidate, to any subsidiary of AmeriGreen, to any corporation under common control with AmeriGreen or to a purchaser of substantially all of AmeriGreen's assets without consent.
7. Lease Agreement between RZ Realty, LP and AmeriGreen Energy, Inc. dated November 25, 2014
 - a. AmeriGreen Energy, Inc. has the right to assign the lease to an affiliate or successor by reason of merger, consolidation, asset or stock acquisition without consent.
8. Equipment Lease Agreement between Elbow River Marketing USA LTD and AmeriGreen Propane, LLC dated July 1, 2017
9. Biodiesel Terminal Storage and Thru Put Agreement between Westmore Fuel Co., Inc, and AmeriGreen Energy dated October 30, 2014
 - a. AmeriGreen has the right to assign to an affiliate or subsidiary without consent.
10. Propane Throughput Agreement between AmeriGreen Energy and Boyle Energy
 - a. Agreement states that Boyle Energy may assign without prior written consent, implying that AmeriGreen Energy cannot because the agreement can only be amended by written consent.
11. Thruput Agreement between General Bangtson LLC and AmeriGreen Energy, Inc.
12. Lease Agreement between Crowe Realty, LLC and Worley & Obetz dated September 8, 2005
13. Lease Agreement between Crowe Realty, LLC and Worley & Obetz dated October 1, 2010

14. Lease and Purchase Agreement between Crowe Realty, LLC and Worley & Obetz dated September 9, 2010
15. Commercial Lease Agreement between Doe Run Road LLC and Worley & Obetz Inc. dated January 1, 2012
 - a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
16. Commercial Lease Agreement between Doe Run Road LLC and Worley & Obetz Inc. dated June 1, 2012
 - a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
17. Commercial Lease Agreement between Doe Run Road LLC and Worley & Obetz Inc. dated September 1, 2011
 - a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
18. Agreement between H. L. Wiker, Inc. and Worley & Obetz, Inc. dated August 2008
 - a. Even if written consent is granted, Worley & Obetz is still liable for payment of all terms, conditions, and covenants.
19. Lease Agreement between H. L. Wiker, Inc. and Worley & Obetz, Inc. dated January 16, 2008
 - a. Even if written consent is granted, Worley & Obetz is still liable for payment of all terms, conditions, and covenants.
20. Lease Agreement between J. W. Bishop Properties, LLC and Worley & Obetz, Inc. dated March 4, 2013
21. Commercial Lease Agreement between Lester R. Summers, Inc. and Worley & Obetz Inc. dated July 1, 2015
22. Commercial Lease Agreement between Lester R. Summers, Inc. and Worley & Obetz Inc. dated September 1, 2016
23. Commercial Lease Agreement between Lyons & Obetz and Worley & Obetz Inc. dated September 1, 2016 (41 Doe Run Road)
 - a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
24. Commercial Lease Agreement between Lyons & Obetz and Worley & Obetz Inc. dated September 1, 2016 (55 Doe Run Road)
 - a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.

25. Commercial Lease Agreement between Lyons & Obetz and Worley & Obetz Inc. dated September 1, 2009
 - a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
26. Commercial Lease between Obetz Enterprises and Worley & Obetz Inc. dated April 24, 1997
27. DEP Grant Agreement Worley & Obetz, Inc. and the Commonwealth of Pennsylvania, Department of Environmental Protection, Office of Pollution Prevention and Energy Assistance dated July 6, 2017
28. Operating Agreement of PJM Interconnection, LLC (to which AmeriGreen Energy, Inc. is a member)
 - a. The rights and obligations created by the Agreement shall inure to and bind the successors and assigns of AmeriGreen; provided, however, that the rights and obligations of AmeriGreen hereunder shall not be assigned without the approval of the Members Committee except as to a successor in operation of AmeriGreen's electric operating properties by reason of a merger, consolidation, reorganization, sale, spin-off, or foreclosure, as a result of which substantially all such electric operating properties are acquired by such a successor, and such successor becomes a Member.
29. Product Sales Agreement between UGI Energy Services, LLC and AmeriGreen Energy, Inc. dated May 19, 2014
 - a. If AmeriGreen is assigning the agreement to an affiliate (who's creditworthiness is comparable to or higher than that of the AmeriGreen), or assigning the agreement to any person or entity succeeding to all or substantially all of the assets of the AmeriGreen, then only written notice is required.
30. Propane Throughput Agreement between AmeriGreen Energy, Inc. and UGI Energy Services, LLC dated May 1, 2014
 - a. Agreement states that UGI Energy Services, LLC may assign without prior written consent, implying that AmeriGreen Energy, Inc. cannot because the agreement can only be amended by written consent.
31. Propane Throughput Agreement between AmeriGreen Energy, Inc. and UGI Energy Services, LLC dated May 1, 2015
 - a. Agreement states that UGI Energy Services, LLC may assign without prior written consent, implying that AmeriGreen Energy, Inc. cannot because the agreement can only be amended by written consent.
32. Propane Throughput Agreement between AmeriGreen Energy, Inc. and UGI Energy Services, LLC dated May 1, 2016
 - a. Agreement states that UGI Energy Services, LLC may assign without prior written consent, implying that AmeriGreen Energy, Inc. cannot because the agreement can only be amended by written consent.
33. Propane Throughput Agreement between AmeriGreen Energy, Inc. and UGI Energy Services, LLC dated June 1, 2017

- a. Agreement states that UGI Energy Services, LLC may assign without prior written consent, implying that AmeriGreen Energy, Inc. cannot because the agreement can only be amended by written consent.
- 34. Propane Throughput Agreement between AmeriGreen Energy, Inc. and UGI Energy Services, LLC dated May 3, 2018
 - a. Agreement states that UGI Energy Services, LLC may assign without prior written consent, implying that AmeriGreen Energy, Inc. cannot because the agreement can only be amended by written consent.
- 35. Propane Throughput Agreement between AmeriGreen Energy and RF Ohl Fuel Oil, Inc. dated July 1, 2014
 - a. Agreement states that RF Ohl Fuel Oil, Inc. may assign without prior written consent, implying that AmeriGreen Energy, Inc. cannot because the agreement can only be amended by written consent.
- 36. Propane Throughput Agreement between AmeriGreen Propane LLC and RF Ohl Fuel Oil, Inc. dated July 1, 2017
 - a. Agreement states that RF Ohl Fuel Oil, Inc. may assign without prior written consent, implying that AmeriGreen Energy, Inc. cannot because the agreement can only be amended by written consent.
- 37. Lease Agreement between Rohrer's Quarry and Worley & Obetz dated June 1, 2014
- 38. Commercial Lease Agreement between Seth Obetz and Worley & Obetz Inc. dated January 1, 2010
 - a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
- 39. Commercial Lease Agreement between Seth Obetz and Worley & Obetz Inc. dated January 1, 2011
 - a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
- 40. Commercial Lease Agreement between Seth Obetz and Worley & Obetz Inc. dated September 1, 2012
 - a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
- 41. Agreement between IPT, LLC and AmeriGreen Energy Inc. (January 2012)
 - a. Written consent is not needed for an assignment to one or more of the assignor's wholly owned corporate affiliates or subsidiaries or to a successor of all or of substantially all of the assignor's entire business and assets or to a corporation which assignor merges into or consolidates with. However, an assignment to a corporate affiliate or subsidiary will not relieve the assignor of any of its obligations.
- 42. Agreement between IPT, LLC and AmeriGreen Energy Inc. (July 2012)

- a. Written consent is not needed for an assignment to one or more of the assignor's wholly owned corporate affiliates or subsidiaries or to a successor of all or of substantially all of the assignor's entire business and assets or to a corporation which assignor merges into or consolidates with. However, an assignment to a corporate affiliate or subsidiary will not relieve the assignor of any of its obligations.
43. Agreement between IPT, LLC and AmeriGreen Energy Inc. (November 2014)
- a. Written consent is not needed for an assignment to one or more of the assignor's wholly owned corporate affiliates or subsidiaries or to a successor of all or of substantially all of the assignor's entire business and assets or to a corporation which assignor merges into or consolidates with. However, an assignment to a corporate affiliate or subsidiary will not relieve the assignor of any of its obligations.
44. Agreement between IPT, LLC and AmeriGreen Energy Inc. (November 2016)
- a. Written consent is not needed for an assignment to one or more of the assignor's wholly owned corporate affiliates or subsidiaries or to a successor of all or of substantially all of the assignor's entire business and assets or to a corporation which assignor merges into or consolidates with. However, an assignment to a corporate affiliate or subsidiary will not relieve the assignor of any of its obligations.
45. Agreement between IPT, LLC and AmeriGreen Energy Inc. (November 2017)
- a. Written consent is not needed for an assignment to one or more of the assignor's wholly owned corporate affiliates or subsidiaries or to a successor of all or of substantially all of the assignor's entire business and assets or to a corporation which assignor merges into or consolidates with. However, an assignment to a corporate affiliate or subsidiary will not relieve the assignor of any of its obligations.
46. Tank Storage Agreement between Colmar Terminal, Inc. and AmeriGreen, Inc. dated February 19, 2014
- a. Written consent is not needed for a merger, consolidation, or transfer of all of the transferor's assets for valid business purposes (other than the avoidance of obligations under the agreement).
47. Terminalling Agreement between AmeriGreen Energy and Arc Terminals Pennsylvania Holdings LLC dated July 25, 2016
- a. AmeriGreen Energy may assign the agreement to an affiliate, but it will still be liable for the obligations.
48. Terminal Services Agreement between Plains Products Terminals LLC and AmeriGreen Energy Inc. dated May 1, 2010
- a. AmeriGreen Energy may assign the agreement to an affiliate or subsidiary upon 10 days prior written notice, but it will still be liable for the obligations.
49. Product Terminal Services Agreement between Sunoco Partners Marketing & Terminals and AmeriGreen dated November 21, 2014
- a. Written consent is not needed for an assignment to one or more of the assignor's affiliates or subsidiaries, or to a successor of all or of substantially all of the assignor's business and assets or to a corporation which assignor merges into or

consolidates with. However, an assignment will not relieve the assignor of any of its obligations.

50. Biodiesel Terminal Storage and Thru Put Agreement between Windsor Fuel Co., Inc. and AmeriGreen Energy dated August 1, 2015
 - a. AmeriGreen Energy may assign the agreement to an affiliate or subsidiary.
51. Terminal Throughput Agreement between Fred M. Schildwachter & Sons, Inc. and AmeriGreen Energy, Inc. dated November 9, 2015
52. Terminal Throughput Agreement between Fred M. Schildwachter & Sons, Inc. and AmeriGreen Energy, Inc. dated September 2014
53. Master Agreement between Vendor Services Group and Worley & Obetz (December 2016)
54. Lease Agreement between Waverly Trade Center, LLC and Worley & Obetz dated May 1, 2013
55. Lease Agreement between H. C. Rineer Sons Partnership ("Landlord") and Worley & Obetz dated May 30, 2006
 - a. Worley & Obetz remains liable to H. C. Rineer unless otherwise agreed to in writing by H. C. Rineer.
56. **Non-Exclusive Fee Agreement between Ecova, Inc. and AmeriGreen Energy, Inc. dated August 19, 2013**
57. **Channel Partner Agreement between Agera Holdings LLC and AmeriGreen Energy, Inc. [2017]**
58. **Confidential Marketing Agreement between EnerPenn USA, LLC and AmeriGreen Energy, Inc.**
 - a. **Confidentiality Agreement between EnerPenn USA, LLC and AmeriGreen Energy, Inc. attached as Exhibit A**
59. **Non-Exclusive Fee Agreement between AmeriGreen and South Jersey Energy Company [2014]**
60. **Independent Contractor Agreement between AmeriGreen Energy, Inc. and NextEra Energy Services, LLC**
61. **Broker Agreement between AmeriGreen Energy, Direct Energy Business, LLC, and Direct Energy Business Marketing, LLC [2015]**
62. **Broker Agreement between AmeriGreen Energy and Energy Service Providers, Inc. dated October 6, 2015**
63. **Agent Services Agreement between Supreme Energy Inc. and AmeriGreen Energy, Inc.**
64. **Master Broker Agreement between AmeriGreen Energy, Inc. and Constellation NewEnergy, Inc., Constellation Energy Services, Inc., and Constellation Energy Services of New York, Inc.**
65. **Sales Agent Agreement between AmeriGreen Energy and U.S. Energy Partners LLC dated March 21, 2018**
66. **Brokerage Agreement between New York Energy Inc. and AmeriGreen Energy, Inc. dated May 24, 2018**
67. **Customer Referral Agreement between AmeriGreen Energy, Inc. and Mint Energy, LLC**
68. **Broker Agreement between AmeriGreen Energy, Inc. and TriEagle Energy, LP dated December 11, 2013**

- 69. Payment Remittance Agreement between AmeriGreen Energy, Inc. and AP Gas & Electric (TX), LLC dated December 22, 2017**
- 70. Broker Agreement between AmeriGreen Energy, Inc. and FPP Holdings, LLC dated October 12, 2016**
- 71. Commodity Broker Agreement between AmeriGreen Energy, Inc. and Source Power & Gas LLC dated December 14, 2017**
- 72. Commercial Sales Partnership Agreement between AmeriGreen Energy, Inc. and SFE Energy Inc.**
- 73. Broker Agreement between AmeriGreen Energy, Inc. and Freepoint Energy Solutions LLC dated May 3, 2018**
- 74. Sourcing Fee Agreement between AmeriGreen Energy, Inc. and Infinite Energy dated January 12, 2017**
- 75. Agent Agreement between AmeriGreen Energy, Inc. and Spark Energy Gas, LLC**

The following agreements require approval, but it does not need to be written:

1. Franchise Agreement for a Pacific Pride Commercial Fueling System Territory between Pacific Pride Services, LLC and Worley & Obetz Inc.

The following agreements contain restrictions on sharing information and thus approval should be obtained:

1. Non-Disclosure Agreement between Mansfield Oil Company of Gainesville, Inc. and AmeriGreen Energy, Inc. dated July 28, 2017
2. Confidentiality Agreement between Elbow River Marketing LTD. and AmeriGreen Propane, LLC
3. Non-Disclosure Agreement between Superior Gas Liquids and AmeriGreen Propane, LLC
4. Confidentiality and Non-Disclosure Agreement (Letter form) between United Metro Energy Corp. and AmeriGreen Energy dated July 20, 2017
5. Confidentiality and Non-Disclosure Agreement (Letter form) between IPC(USA), Inc. and AmeriGreen Energy, Inc. dated January 2, 2018
6. Confidentiality Agreement between U.S. Venture Inc. and AmeriGreen Energy, Inc.
7. **Mutual Confidentiality Agreement between Summit Energy Services, Inc. and AmeriGreen Energy, Inc.**

Schedule 3.6

Litigation

None.

Schedule 3.7

Permits

None.

Schedule 3.10

Environmental Matters

None.

Schedule 3.11

Real Property

None.

Schedule 3.12

Employment Matters

- Worley & Obetz, Inc. 401k Plan
- Robert H. Ranck, Inc. 401k Plan – assumed on sale of Ranck Plumbing Heating & Air Conditioning, Inc.
- Worley & Obetz, Inc. Health Plan
- Amerigreen Energy, Inc. Health Plan – terminated for non-payment effective June 30, 2018

Schedule 3.15

Insurance

WORLEY & OBETZ, INC.

Updated 6/6/18

2018

CASUALTY/SUMMIT:			Underwritten By: Old Republic/Effective 2/1/2018-19	
Workers Compensation	\$	1,000,000	Accident/Disease/Employee	
	\$	15,000,000	Payroll Projection	
General Liability	\$	1,000,000	Occurrence	
	\$	2,000,000	Aggregate	
	\$	1,000,000	Employee Benefits Liability	
			Sales	
	\$	537,500,000	Projection	
Automobile	\$	1,000,000	Bodily Injury/Property Damage Liability	
		\$250 and \$500	Comprehensive/Collision Deductibles	
	\$	1,000	Tractor Deductibles	
		284	Total Vehicles	
UMBRELLA:			Underwritten By: Allied World/Effective 2/1/2018-19	
	\$	15,000,000	Occurrence/Aggregate	
	\$	10,000	Retention	
XS AUTO UMBRELLA:			Underwritten By: Endurance/Effective 2/1/2018-19	
	\$	4,000,000	Occurrence/Aggregate	
	\$	-	Retention	
POLLUTION:			Underwritten By: Chubb/Ace American/Effective 2/1/2018-20	
	\$	4,000,000	Aggregate Program	
	\$	4,000,000	Occurrence	
	\$	50,000	Deductible	
EXECUTIVE PROTECTION:			Underwritten By: Travelers/Effective 2/1/2018-19	
	\$	2,000,000	Fiduciary	
	\$	2,000,000	Employment Practices	
	\$	50,000	Employee Theft	
	\$	1,000,000	Cyber Liability - added to this policy 2/1/17	
	\$	1,000,000	Third Party	
PROPERTY:			Underwritten By: XL Insurance/Effective 2/1/2018-19	
	\$	25,517,929	Property Limits	
			Business	
	\$	5,000,000	Income	
	\$	2,500,000	Earthquake	
	\$	1,000	Property Deductible	
	\$	25,000	Earthquake Deductible	
	\$	50,000	Motor Truck Cargo/Filings Included	

	\$	25,000	Installation
	\$	87,900	Contractors Equipment
	\$	1,700,000	Electronic Data Processing
BOILER & MACHINERY:	Underwritten By: Travelers/Effective 2/1/2018-19		
	\$	24,982,032	Property Limit
	\$	5,000,000	Business Interruption
	\$	2,500	Deductible
McConkey Service Fee	\$	500	Per Month 2/1/18-19
PERSONAL UMBRELLAS:	Effective 7/1/17-18		
	\$	5,000,000	Jeff Lyons CHUBB

Amerigreen Energy, Inc.

Coverages

		<u>2-1-2018</u>
Property (including floaters)	Limits	\$ 6,155,500
	Premium (Incl. Tax/Fee)	\$ 13,365
General Liability	Gallons	\$ 60,000,000
	Sales (Lube)	\$ 200,000
	Premium	\$ 52,447
Automobile	# of Units	\$ 15
	Premium	\$ 15,409
Workers' Compensation	Payroll	\$ 2,775,000
	Premium	\$ 9,966
Umbrella	Limit	\$ 3,000,000
	Premium	\$ 12,198
McConkey Energi Fee		\$ 9,751

Executive Protection

D&O & EPL

Limit	\$ 1,000,000
Premium	\$ 10,339

Pollution

	2/1/18 to 2/1/19
Limit	\$ 2,000,000
Premium	\$ 20,770

Credit Insurance - 11-30-17/18

\$ 26,208

All policies are paid in full

\$ 170,453

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

**~~WIGGINS GAS PROPANE & ALTERNATIVE FUELS LLC~~ DIESEL DIRECT
HOLDINGS, INC.**

AND

**CHRISTINE C. SHUBERT, IN HER CAPACITY AS CHAPTER 7 TRUSTEE
FOR THE ESTATES OF WORLEY & OBETZ, INC., ET AL.**

~~August 24~~ September 17, 2018

TABLE OF CONTENTS

	Page
1. DEFINITIONS.....	2
1.1 Definitions.....	2
1.2 Cross References.....	6
2. PURCHASE AND SALE.....	7
2.1 Purchase and Sale	7
2.2 Excluded Assets	9
2.3 “AS IS, WHERE IS” SALE.....	11
2.4 Assumed Liabilities	12
2.5 Excluded Liabilities	13
2.6 Assumption/Assignment of Contracts and Rights.	13
2.7 Consideration; Allocation of Consideration	14
2.8 Closing	15
2.9 Deliveries by Seller.....	15
2.10 Deliveries by Purchaser	16
3. REPRESENTATIONS AND WARRANTIES OF SELLER.....	16
3.1 Power	16
3.2 Authorization	16
3.3 Governmental Authorization	16
3.4 Non-contravention	16
3.5 Required Consents	16
3.6 Litigation.....	17
3.7 Permits	17
3.8 Compliance with Laws and Court Orders.....	17
3.9 Intellectual Property Rights	17
3.10 Environmental Matters.....	17
3.11 Real Property	17
3.12 Employment Matters and Employee Benefits	18
3.13 Taxes	18
3.14 Sufficiency of and Title to the Purchased Assets.....	18
3.15 Insurance	18
3.16 Service of Bankruptcy Documents	18
3.17 Certain Fees	18
4. REPRESENTATIONS AND WARRANTIES OF PURCHASER.....	19
4.1 Organization.....	19
4.2 Corporate Authorization	19
4.3 Governmental Authorization	19
4.4 Non-contravention	19
4.5 Litigation.....	19
4.6 Adequacy of Funds	19
5. COVENANTS OF SELLER.....	20

	Page
5.1 Access to Information	20
5.2 Sales of De Minimis Assets	20
5.3 Notices of Certain Events	20
6. COVENANTS OF PURCHASER AND SELLER	20
6.1 Efforts; Further Assurances	20
6.2 Certain Filings.....	20
6.3 Bankruptcy Issues	21
6.4 Notices	32
7. TAX MATTERS.....	33
7.1 Tax Cooperation.....	33
7.2 Transfer Taxes	33
7.3 Real Property Taxes.....	33
7.4 Personal Property, Ad Valorem and Excise Taxes	33
8. CLOSING CONDITIONS.....	33
8.1 Conditions to Obligations of Purchaser and Seller	33
8.2 Conditions to Obligations of Purchaser	34
8.3 Conditions to Obligations of Seller	34
9. TERMINATION.....	35
9.1 Grounds for Termination	35
9.2 Effect of Termination.....	35
9.3 Fees and Expenses	35
10. MISCELLANEOUS	36
10.1 Notices	36
10.2 Limitation on Damages.....	36
10.3 Waivers	37
10.4 Successors and Assigns.....	37
10.5 Governing Law	37
10.6 Jurisdiction.....	37
10.7 Waiver of Jury Trial.....	38
10.8 No Third Party Beneficiaries	38
10.9 Entire Agreement; Amendments; Counterparts.....	38
10.10 Pre-Petition Secured Party	38
10.11 Headings; Interpretation.....	39

EXHIBITS—

Exhibit A ~~Form of Bill of Sale, Assignment and Assumption Agreement~~

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT dated as of August 24, 2018 (this “Agreement”) is entered into by and between Christine C. Shubert, in her capacity as Chapter 7 Trustee (“Seller”) for the estates of (i) Worley & Obetz, Inc. (Case No. 18-13774-REF); (ii) Americomfort, Inc., Case No. 18-13775-REF); (iii) Amerigreen Energy, Inc. (Case No. 18-13777-REF); (iv) Advance Air, Inc. (Case No. 18-13778-REF); (v) Amerigreen Energy Brokers, LLC (Case No. 18-13779-REF); (vi) Amerigreen Electricity, LLC (Case No. 18-13780-REF); (vii) Amerigreen Hedging Services, LLC (Case No. 18-13781-REF); (viii) Amerigreen Lubricants, LLC (Case No. 18-13782-REF); (ix) Amerigreen Natural Gas, LLC (Case No. 18-13783-REF); and (x) Amerigreen Propane, LLC (Case No. 18-13784-REF) (collectively, the “Debtors”) and ~~Wiggins Gas Propane & Alternative Fuels LLC, a Delaware limited liability company (or its Assignee, Diesel Direct Holdings, Inc., a Delaware corporation (“Diesel”) or its assignees, which shall be Affiliates of Diesel or Jerome H. Rhoads, Inc. and which shall be identified in writing by Diesel to Seller prior to the Closing Date (the “Assignees”, and together with Diesel, the~~ “Purchaser”). Purchaser and Seller are sometimes individually referred to in this Agreement as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, prior to the Petition Date (as defined below), Debtor Worley & Obetz, Inc. (“W&O”), and certain Affiliates (as defined below) provided certain energy products and services to their commercial and residential clients, including fuel, bio-heating oil, biodiesel, propane, gasoline, natural gas and electricity (the “W&O Business”);

WHEREAS, prior to the Petition Date, Debtor Amerigreen Energy, Inc. and certain Affiliates operated as an energy wholesaler to retail distributors operating in the Mid-Atlantic and New England markets and provided certain energy products and services to their retail fuel distributors, fuel stations, commercial clients, and commercial and residential clients of W&O, including ethanol, biodiesel, biofuels, and petroleum, as well as hedging and marketing services, and electricity and gas plans (together with the W&O Business, the “Business”);

WHEREAS, on June 6, 2018 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 7 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Eastern District of Pennsylvania (the “Bankruptcy Court”);

WHEREAS, Seller is the duly appointed and acting Chapter 7 trustee for each of the Debtors’ bankruptcy cases which are now jointly administered under Case No. 18-13774 (REF) (Jointly Administered) (collectively, the “Bankruptcy Cases”);

WHEREAS, Seller desires to sell, transfer, convey, assign and deliver the Purchased Assets (as defined below) and to assign the Assumed Liabilities (as defined below), and Purchaser desires to purchase, take delivery of and acquire such Purchased Assets and to assume such

Assumed Liabilities, in each case on an "AS IS, WHERE IS" basis except for the representations and warranties expressly set forth in Section 3 below and upon the terms and subject to the conditions set forth herein; and

WHEREAS, the transactions contemplated by this Agreement (the "Transactions") will be consummated pursuant to an Approval Order (as defined below) to be entered in the Bankruptcy Cases pursuant to §§ 105, 363, 365 and other applicable provisions of the Bankruptcy Code, and the Transactions and this Agreement are subject to the approval of the Bankruptcy Court.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations, warranties and promises set forth herein, and in order to prescribe the terms and conditions of such purchase and sale, intending to be legally bound, the Parties agree as follows:

1. Definitions.

1.1 Definitions. The following terms, as used herein, have the following meanings:

(a) "Acquired Owned Real Property" means all of the real property, together with all Improvements located thereon and all easements, rights of way, servitudes, tenements, hereditaments, appurtenances, privileges and other rights and interests appurtenant thereto, owned in fee by Seller, and any part or parcel thereof set forth on Schedule 2.1(a).

(b) "Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with, such other Person.

(c) "Bid Protection" means an amount equal to 3% of the Purchase Price, or \$243,000.

(d) "Break-Up Fee" means an amount equal to 3% of the Purchase Price, or \$243,000.

(e) "Business Day" means a day other than Saturday, Sunday or other day on which commercial banks in Pennsylvania are authorized or required by Law to close.

(f) "CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), and any Laws promulgated thereunder.

(g) "Claim" means a "claim" as defined in Section 101 of the Bankruptcy Code.

(h) "Closing Date" means the date of the Closing.

(i) “Code” means the Internal Revenue Code of 1986, as amended.

(j) “Cure Costs” means all amounts that must be paid and all obligations that otherwise must be satisfied, including pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code, in connection with the assumption and/or assignment of the Assumed Contracts to Purchaser as provided herein.

(k) “Employee” means an individual who is employed by the Debtors, whether on a full-time or a part-time basis, whether active or inactive as of the Closing Date, and includes an employee on short-term or long-term disability leave.

(l) “Employee Benefit Plan” means any “employee benefit plan” (as defined in ERISA §3(3)) and any other benefit or compensation plan, program, agreement, arrangement or payroll practice (whether written or unwritten) maintained, sponsored, or contributed or required to be contributed to by Seller or any ERISA Affiliate or with respect to which Seller or any ERISA Affiliate has any liability as set forth on Schedule 3.12(a).

(m) “Environmental Laws” means, whenever in effect, all federal, state, and local Laws and other provisions having the force or effect of Law, all judicial and administrative Orders and determinations, all contractual obligations and all common Law, in each case concerning public or employee health and safety, pollution or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, processing, discharge, Release, threatened Release, control or cleanup of any Hazardous Substances or wastes (including CERCLA and analogous state Laws).

(n) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and all Laws issued thereunder.

(o) “ERISA Affiliate” means any Person that, at any relevant time, is or was treated as a single employer with Seller for purposes of Code § 414.

(p) “Governmental Authority” means any federal, state, local, municipal, foreign, supranational or other governmental or quasi-governmental authority of any nature (including any governmental agency, branch, bureau, commission, department, official or entity and any court or other tribunal), or any administrative, executive, judicial, legislative, police, regulatory or Taxing Authority, or arbitral body.

(q) “Hazardous Substances” means any substance, material or waste regulated by any Governmental Authority, including any material, substance or waste which is defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” “restricted hazardous waste,” “contaminant,” “toxic waste,” “pollutant” or “toxic substance” under any provision of Environmental Law, and including petroleum, petroleum products, asbestos,

presumed asbestos-containing material or asbestos-containing material, urea formaldehyde and polychlorinated biphenyls.

(r) “Improvements” means all buildings, improvements, structures, streets, roads and fixtures located, placed, constructed or installed on or under the Acquired Owned Real Property or the Leased Real Property, including all utilities, fire protection, security, surveillance, telecommunications, computer, wiring, cable, heat, exhaust, ventilation, air conditioning, electrical, mechanical, plumbing and refrigeration systems, facilities, lines, installations and conduits.

(s) “Intellectual Property Rights” means all of Seller’s intellectual property rights including, but not limited to: (i) patents, patent applications, patent rights, patent disclosures and inventions (whether or not patentable or reduced to practice); (ii) trademarks (registered and at common law), trademark registrations and applications, trade names, logos, trade dress, brand names, service marks (registered and at common law), service mark registrations and applications, websites, domain names and other indicia of source and all goodwill associated therewith; (iii) works of authorship, copyrights, copyright registrations and applications for registration, and moral rights; (iv) know-how, trade secrets, customer lists (including all wholesale, retail and commercial customer account lists, whether active or inactive including complete contact information), proprietary information, proprietary processes and formulae, databases and data collections; (v) all source and object code, software (including front and back office software, customer management and fuel management systems, accounting and billing systems, POS inventory systems and fleet management systems), algorithms, architecture, structure, display screens, layouts, inventions and development tools; and (vi) all documentation and media constituting, describing or relating to the above, including, manuals, memoranda and records.

(t) “Knowledge of Seller” or any other similar knowledge qualification in this Agreement means the actual knowledge of Christine C. Shubert.

(u) “Law” means any law, statute, regulation, rule, code, decree, constitution, ordinance, treaty, rule of common law or Order of, administered or enforced by or on behalf of, any Governmental Authority.

(v) “Leased Real Property” means all land, Improvements or other interests in real property leased or subleased by Seller, as lessee, which is used or intended to be used in, or otherwise related to, the Business and set forth on Schedule 1.1(v), unless previously rejected pursuant to section 365 of the Bankruptcy Code.

(w) “Liability” means any claim, debt, liability, obligation, Tax or commitment of any nature whatsoever (whether known or unknown, asserted or unasserted, fixed, absolute or contingent, matured or unmatured, accrued or unaccrued, liquidated or unliquidated or due or to become due), whenever or however arising (including those arising out of any contract or tort, whether based

on negligence, strict liability or otherwise), and including all costs and expenses related thereto.

(x) “Lien” means, with respect to any property or asset, any mortgage, lien (statutory or otherwise), pledge, security interest, Claim, encumbrance, restriction, charge, instrument, preference, priority, option, or right of first refusal, of any kind or nature, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, recorded or unrecorded, contingent or noncontingent, material or nonmaterial, known or unknown. For the avoidance of doubt, the definition of Lien shall not include any license or sublicense of Intellectual Property Rights granted by Seller or any lease or sublease by Seller (as lessor or sublessor) of real property.

(y) “Order” means any award, decision, decree, order, directive, injunction, ruling, judgment or consent of or entered, issued, made or rendered by any Governmental Authority.

(z) “Permits” means licenses, permits, approvals, certificates of occupancy, authorizations, operating permits, registrations, plans and other similar documents and authorizations issued by any Governmental Authority to Seller, in each case to the extent transferable without the consent of any Governmental Authority.

(aa) “Permitted Encumbrances” means (i) Liens included in the Assumed Liabilities; (ii) encumbrances waived in writing by Purchaser; (ii) all restrictions on the use of the Purchased Assets arising as a result of the application of zoning and similar laws; (iv) all exceptions, restrictions, easements, charges, rights-of-way, and other encumbrances that are set forth in any Permit; and (v) other imperfections in title, if any, or conditions, reservations, restrictions, easements, encroachments, or rights of way, if any, none of which, individually or in the aggregate, materially detracts from the value, or impairs in any significant way the use of the property subject thereto;

(bb) “Person” means an individual, corporation, partnership, limited liability Debtors, association, joint venture, trust or other entity or organization, including a Governmental Authority.

(cc) “Post-Retirement Liabilities” means with respect to all Employees and retirees, all Liabilities for the post-retirement benefits, including those provided under the Employee Benefit Plans, as applicable.

(dd) “Pre-Closing Tax Period” means (i) any Tax period ending on or before the Closing Date; and (ii) with respect to a Tax period that commences before but ends after the Closing Date, the portion of such period up to and including the Closing Date.

(ee) “Property Taxes” means all real and personal property Taxes levied with respect to the Purchased Assets for any taxable period or portion thereof.

(ff) “Real Estate” means the Acquired Owned Real Property and the Leased Real Property.

(gg) “Release” has the meaning set forth in CERCLA.

(hh) “Tax” means (i) any federal, state, provincial, territorial, municipal, local or foreign income, profits, franchise, gross receipts, environmental (including taxes under Code Section 59A), customs, duties, net worth, sales, use, goods and services, withholding, value added, ad valorem, employment, social security, disability, occupation, pension, real property, personal property (tangible and intangible), stamp, transfer, conveyance, severance, production, excise and other taxes, withholdings, duties, levies, imposts and other similar charges and assessments (including any and all fines, penalties and additions attributable to or otherwise imposed on or with respect to any such taxes, charges, fees, levies or other assessments, and interest thereon) imposed by or on behalf of any Governmental Authority (a “Taxing Authority”) responsible for the imposition thereof (whether domestic or foreign), whether or not disputed, and (ii) Liability for the payment of any amounts of the type described in clause (i) as a result of being a transferee, party to any agreement or any express or implied obligation to indemnify any other Person.

(ii) “Tax Returns” means any report, return, declaration, claim for refund, information report or return or statement required to be supplied to a Taxing Authority in connection with Taxes, including any schedule or attachment thereto or amendment thereof.

(jj) “Trade Payables” means all trade payables incurred by the Debtors in the ordinary course of business.

1.2 Cross References. Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Agreement	Preamble
Allocation Schedule	2.7(b)
Approval Hearing	6.3(c)(vi)
Approval Order	6.3(f)
Assignment and Assumption Agreement	2.9(b)
Assumed Contracts	2.1(b)
Assumed Contracts A/R	2.1(d)
Assumed Liabilities	2.4
Auction	6.3(c)
Back-up Bid	6.3(c)(vi)
Bankruptcy Cases	Recitals
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bid	6.3(b)(i)

Term	Section
Bid Assessment Criteria	6.3(c)(i)
Bid Deadline	6.3(b)(i)
Bidder	6.3(b)(i)
Bidding Procedures	6.3(a)
Bidding Procedures Order	6.3(a)
Business	Recitals
Closing	2.8
Contemplated Transaction Documents	6.3(c)(i)
Debtors	Preamble
Deposit	2.7(a)
End Date	9.1(b)
Excluded Assets	2.2
Excluded Liabilities	2.5
Lot Bid	6.3(b)(ii)(A)
Minimum Initial Overbid	6.3(b)(ii)(G)
Missing Assets	2.7(c)
Modified APA	6.3(b)(ii)(A)
Notice Parties	6.3(b)(i)
Opening Bid	6.3(c)(i)
Overbid	6.3(c)(v)
Party or Parties	Preamble
Petition Date	Recitals
Purchase Price	2.7(a)
Purchased Assets	2.1
Purchaser	Preamble
Qualified Bid	6.3(b)(ii)
Qualified Bidder	6.3(b)(ii)
Reimbursement Demand	2.7(c)
Round Leading Bid	6.3(c)(v)
Sale and Bidding Procedures Motion	6.3(a)
Seller	Preamble
Subsequent Overbid Increment	6.3(c)(v)(A)
Successful Bid	6.3(c)(v)
Successful Bidder	6.3(c)(vi)
Tax Claim	7.1
Taxing Authority	1.1(gg)
Termination Date	6.3(b)(ii)(B)
Term Sheet	2.2(h)
Transactions	Recitals
Transfer Taxes	7.2

2. Purchase and Sale.

2.1 Purchase and Sale. Subject to the terms and conditions set forth in this Agreement and the Approval Order, at the Closing, Seller shall sell, assign, transfer,

convey and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, all right, title and interest of Seller as of the Closing Date in and to all of Seller's and Debtors' properties and assets, real, personal or mixed, tangible and intangible, of every kind and description, wherever located and whether or not carried or reflected on the books and records of Seller, that are listed in subsections (a) - (l) below, other than the Excluded Assets (the "Purchased Assets"), free and clear of all Liens (other than the Assumed Liabilities and Permitted Encumbrances). The cost of collecting and removing the Purchased Assets from their various locations shall be borne by Purchaser; *provided, however*, Seller shall, at her cost, use commercially reasonable efforts to assist Seller's efforts by enforcing the terms of this Agreement and the Approval Order against third parties. Subject to Section 2.2, the Purchased Assets purchased hereunder shall include the following:

(a) the Acquired Owned Real Property set forth on Schedule 2.1(a); provided Purchaser may advise Seller of any additions or deletions to Schedule 2.1(a) within two (2) Business Days before the Approval Hearing prior to the Closing Date;

(b) all rights of Seller under the executory contracts and unexpired leases of Seller that are set forth on Schedule 2.1(b) not previously rejected pursuant to section 365 of the Bankruptcy Code (collectively, the "Assumed Contracts"); provided Purchaser may advise Seller of any additions or deletions to Schedule 2.1(b) within two (2) Business Days before the Approval Hearing prior to the Closing Date;

(c) all inventory, including, without limitation, that set forth on Schedule 2.1(c), including, but not limited to, propane, gasoline, kerosene, diesel, diesel exhaust fluid, retail and wholesale inventory for sale or distribution of any kind except to the extent contained in an Excluded Asset;

(d) any accounts receivable and all proceeds arising therefrom arising from and after the Petition Date and out of or in connection with the Assumed Contracts (collectively, the "Assumed Contracts A/R");

(e) all tangible personal property and intangible property whether located on Acquired Owned Real Property, Leased Real Property, other real property, in transit, or in the possession of any Person, including, but not limited to, all machinery, equipment, storage tanks and vessels, pumps, dispensers, displays, spare parts, signage, industry memorabilia, tools, vehicles, computers (but excluding laptops), mobile phones, personal digital assistants, computer equipment (but excluding laptops), hardware, peripherals, information technology infrastructure, telephone systems, furniture, fixtures, furnishings, office supplies, production supplies, other miscellaneous supplies and other tangible personal property of any kind, including, without limitation, that set forth on Schedule 2.1(e);

(f) all Permits set forth on Schedule 2.1(f) to the extent the same may be assigned consistent with their terms;

(g) all Intellectual Property Rights, including, without limitation, the items set forth on Schedule 2.1(g); provided that Purchaser may advise Seller of any additions or deletions to Schedule 2.1(g) within two (2) Business Days before the Approval Hearing;

(h) all cars, trucks, trailers, forklifts, other industrial vehicles, other motor vehicles, and boats and watercrafts whether powered or unpowered, including, without limitation, those set forth on Schedule 2.1(h), and any personal property located on or within such vehicles, boats and watercrafts;

(i) all deposit or prepaid charges and expenses paid exclusively in connection with or relating exclusively to any Purchased Asset;

(j) all books, records, files and papers of Seller relating to the Business or the Purchased Assets, including equipment logs, service books and records, operating guides and manuals, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and records (all in the state in which such records and information currently exist), provided that Seller shall be entitled to access such books, records, files, computer systems, and papers with reasonable notice;

(k) all goodwill directly arising from, related to or resulting from the Business; and

(l) All Lots of Purchased Assets set forth in Section 6.3(c)(iv)(1) – (18) of this Agreement.

2.2 Excluded Assets. Notwithstanding any other provision of this Agreement to the contrary, the following assets (the “Excluded Assets”) shall not be transferred, conveyed, sold or assigned to Purchaser, and the Purchased Assets shall not include any of the following assets of Debtors or Seller:

(a) all cash, cash equivalents and bank deposits (including, without limitation, deposits posted as collateral for letters of credit) or similar cash items;

(b) all deposit or prepaid charges and expenses paid exclusively in connection with or relating exclusively to any Excluded Assets;

(c) any accounts receivable and all proceeds of Seller other than the Assumed Contracts A/R;

(d) all of the Seller’s rights under this Agreement and/or other documents and agreements executed in connection with the Transactions contemplated herein;

(e) any and all right, title, leasehold interest, leases and any other interest in and with respect to the following property (collectively known as the "Wo-Go Stations"): (i) Molly's Convenience Store and Wo-Go located at 35 Doe Run Road, Manheim, PA 17545; (ii) the Ephrata Wo-Go & Pacific Pride, located at 1634 W. Main Street, Ephrata, PA 17522; (iii) the Lancaster Wo-Go & Pacific Pride, located at 202 Greenfield Road, Lancaster, PA 17602; (iv) the Lititz Wo-Go and bulk underground storage facility, located at 746 Rothsville Road, Lititz, PA 17543; (v) the Harrisburg Wo-Go Station and bulk underground storage facility, located at 854 South 16th Street, Harrisburg, PA 17104; (vi) the Elizabethtown Pacific Pride, located at 101 East Cherry Street, Elizabethtown, PA 17022; and (vii) the Mount Joy Pacific Pride, located at 30 Orchard Road, Mount Joy, PA 17552;

(f) all tangible personal property associated with the Wo-Go Stations, including, but not limited to, all machinery, equipment, storage tanks and vessels, pumps, dispensers, displays, spare parts, signage, industry memorabilia, tools, vehicles, computers, mobile phones, personal digital assistants, computer equipment, hardware, peripherals, information technology infrastructure, telephone systems, furniture, fixtures, furnishings, office supplies, production supplies, other miscellaneous supplies and other tangible personal property of any kind, including, without limitation, that set forth on Schedule 2.2(f);

(g) all intercompany obligations, liabilities and indebtedness between the Debtors including, but not limited to, any and all promissory notes between the Debtors, any Affiliates and/or insiders and any note indebtedness owed to Debtors by any Affiliates or insiders;

(h) any (i) confidential personnel and medical records pertaining to any Employee of the Debtors; (ii) other books and records that Trustee determines are necessary or advisable to retain including, without limitation, Tax Returns, financial statements, and corporate or other entity filings; provided, however, that Purchaser shall have the right to make copies of any portions of such retained books and records that relate to the Debtors or any of the Purchased Assets; (iii) minute books, stock or membership interest records and corporate seals; and (iv) documents relating to proposals to acquire the Purchased Assets by Persons other than Purchaser; ~~(v) documents prepared primarily in connection with the transactions contemplated by the Term Sheet dated as of July 26, 2018, by and between Purchaser and Trustee (the "Term Sheet")~~;

(i) all Tax losses and Tax loss carry forwards of the Debtors and the rights to receive Tax refunds, credits and credit carry forwards with respect to any Taxes of the Debtors;

(j) any claim, right or interest of the Seller and the Debtors in or to any refund, rebate, abatement or other recovery for Taxes of the Debtors, together with any interest due thereon or penalty rebate arising therefrom, and all Tax credits and other Tax attributes of the Debtors, for the Pre-Closing Tax Period, but only to the

extent the Tax in respect of which such refund or reimbursement is made was not borne by Purchaser or any of its Affiliates;

(k) all insurance policies or rights to proceeds thereof relating to the Purchased Assets;

(l) any stock or other equity interests in Debtors or any subsidiaries or Affiliates of the Debtors;

(m) all claims, actions, liabilities, debts, demands, damages and causes of action, whatsoever, whether in law or in equity, whether known or unknown, which the Seller and/or the Debtors have, may have had, may have in the future accrue to them, arising out of or in connection with, in whole or in part, and relating to the Debtors including, any and all claims, actions, liabilities, debts, demands, damages and causes of action against any of the Debtors' subsidiaries, Affiliates, predecessors and successors in interest, insiders, members, managers, officers, directors, shareholders, investors, employees, representatives, professionals, consultants, accountants, servants, attorneys or other agents;

(n) all avoidance actions and other causes of action under the Bankruptcy Code or similar state insolvency law;

(o) all assets, fixtures, furniture, machinery, equipment, properties, interests and rights of the Seller or the Debtors which were previously sold, transferred, conveyed, including, but not limited to, the assets of Debtor Ranck Plumbing, Heating & Air Conditioning, Inc., or otherwise abandoned; and

(p) all laptops.

2.3 **"AS IS, WHERE IS" SALE.**

(a) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN **SECTION 3** BELOW, THE PURCHASED ASSETS ARE BEING SOLD IN AN "AS IS" CONDITION, ON A "WHERE IS" BASIS AND "WITH ALL FAULTS" AS OF THE CLOSING DATE (AS DEFINED BELOW), AND SUCH SALE IS WITHOUT RECOURSE, REPRESENTATION, OR WARRANTY OF ANY KIND TO OR BY THE SELLER, WHETHER EXPRESS, IMPLIED OR IMPOSED BY LAW, WHICH RECOURSE, REPRESENTATIONS, AND WARRANTIES (EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN **SECTION 3** BELOW) ARE HEREBY EXPRESSLY DISCLAIMED BY PURCHASER.

(b) PURCHASER ACKNOWLEDGES THAT IT IS FULLY RELYING ON ITS OWN (OR ITS REPRESENTATIVES') INSPECTIONS, EXAMINATIONS AND EVALUATIONS OF THE REAL ESTATE AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) THAT MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY THE DEBTORS

OR SELLER OR ANY OF THEIR RESPECTIVE REPRESENTATIVES, AGENTS OR ATTORNEYS. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS (OR PURCHASER'S REPRESENTATIVES HAVE), OR PRIOR TO THE CLOSING DATE WILL HAVE, THOROUGHLY INSPECTED AND EXAMINED THE REAL ESTATE TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE THE CONDITION OF THE REAL ESTATE AND ALL OTHER ASPECTS OF THE REAL ESTATE (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE REAL ESTATE), AND PURCHASER ACKNOWLEDGES THAT PURCHASER IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE REAL ESTATE AND IS QUALIFIED TO MAKE SUCH INSPECTION, EXAMINATION AND EVALUATION. AS A MATERIAL PART OF THE CONSIDERATION OF THIS AGREEMENT AND THE PURCHASE OF THE ACQUIRED OWNED REAL PROPERTY, PURCHASER HEREBY AGREES TO ACCEPT THE ACQUIRED OWNED REAL PROPERTY ON THE CLOSING DATE IN ITS "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS AND, WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, THE PARTIES AGREE THAT THE SALE OF THE ACQUIRED OWNED REAL PROPERTY IS WITHOUT ANY WARRANTY, AND THAT THE SELLER AND DEBTORS HAVE NOT MADE ANY, AND EXPRESSLY AND SPECIFICALLY DISCLAIM ANY AND ALL, REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW OR RELATING TO THE ACQUIRED OWNED REAL PROPERTY, INCLUDING, WITHOUT LIMITATION, OF OR RELATING TO: (A) THE OWNERSHIP, USE, INCOME, POTENTIAL, EXPENSES, OPERATION, CHARACTERISTICS OR CONDITION OF THE ACQUIRED OWNED REAL PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC PURPOSE OR A PARTICULAR PURPOSE; (B) THE NATURE, MANNER, OR CONDITION (PHYSICAL, STRUCTURAL OR OTHERWISE) OF THE ACQUIRED OWNED REAL PROPERTY, OR THE SURFACE OR SUBSURFACE THEREOF, WHETHER OR NOT OBVIOUS, VISIBLE OR APPARENT; (C) THE ENVIRONMENTAL CONDITION OF THE ACQUIRED OWNED REAL PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS, OR THE COMPLIANCE OF THE ACQUIRED OWNED REAL PROPERTY WITH ALL REGULATIONS OR LAWS PERTAINING TO HEALTH OR THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL LAWS; AND (D) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON OR UNDER THE ACQUIRED OWNED REAL PROPERTY. THE PROVISIONS OF THIS

PARAGRAPH SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

2.4 Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, Purchaser agrees, effective at the time of the Closing, to assume, pay, perform and discharge, promptly when payment or performance is due or required, the liabilities and obligations of Seller or the Business related to or arising under all (i) Purchased Assets, including, without limitation, the Assumed Contracts, Permits, and Intellectual Property Rights, that accrue after the Closing, (ii) liabilities related to the Permitted Encumbrances, (iii) one half of the Transfer Taxes, and (iv) any and all liabilities for Taxes, if any, attributable to Purchaser's ownership of the Purchased Assets after the Closing Date (collectively, the "Assumed Liabilities") in each case, but in no event to include any Liabilities or obligations of any Debtor or its Affiliates that relate to any breach of representation, warranty, covenant or agreement that arose on or prior to the Closing Date.

2.5 Excluded Liabilities. Notwithstanding any other provision of this Agreement to the contrary, Purchaser is assuming only the Assumed Liabilities and is not assuming any other Claim against or obligation of Seller or Debtors of whatever nature, whether presently in existence or arising hereafter. All such other Claims and obligations, whether known or unknown, direct or contingent, in litigation or threatened, or not yet asserted, shall be retained by and remain obligations and Liabilities of Seller or Debtors (all such Liabilities and obligations not being assumed being herein referred to as the "Excluded Liabilities"). Without limiting the generality of the foregoing, the Excluded Liabilities shall include the following:

- (a) all Liabilities related to any Excluded Assets;
- (b) Trade Payables;
- (c) all Liabilities for (i) Taxes of Seller and (ii) any Taxes relating to or arising from the Business or one or more Purchased Assets for any Pre-Closing Tax Periods, provided that this shall exclude Transfer Taxes, which are addressed in Section 7.2;
- (d) all Post-Retirement Liabilities;
- (e) all Employee Benefit Plans and all Liabilities thereunder; and
- (f) any Liability based on successor liability theories, including, without limitation, product liability claims.

2.6 Assumption/Assignment of Contracts and Rights.

- (a) To the maximum extent permitted by the Bankruptcy Code, the Assumed Contracts shall be assumed by Seller and assigned to Purchaser at the Closing pursuant to Section 365 of the Bankruptcy Code. If such assignment is not effectuated pursuant to the Approval Order, Seller shall, at the request of Purchaser, seek an Order from the Bankruptcy Court after the Closing Date to assign such

Assumed Contract to Purchaser. All Cure Costs relating to the Assumed Contracts shall be paid by Seller.

(b) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Assumed Contract that, after giving effect to the provisions of Section 365 of the Bankruptcy Code, is not assignable or transferable without the consent of any Person, other than the Debtors, Seller and Purchaser, to the extent that such consent shall not have been given prior to the Closing, provided, however, that the Seller and Debtors shall use, whether before or after the Closing, reasonable efforts to obtain all necessary consents to the assignment and transfer thereof.

2.7 Consideration; Allocation of Consideration.

(a) In addition to the assumption of the Assumed Liabilities, the aggregate consideration (the "Purchase Price") for the sale, transfer and delivery of the Purchased Assets, at the Closing, shall be ~~Eight-Ten Million One-Six Hundred Seventy Thousand Dollars (\$8,100,000)~~ Eight-Ten Million One-Six Hundred Seventy Thousand Dollars (\$8,100,000) payable as follows: (i) ~~Eight Hundred Ten-Sixty-Two Thousand Five Hundred Dollars (\$810,000)~~ Eight Hundred Ten-Sixty-Two Thousand Five Hundred Dollars (\$810,000) (the "Deposit") payable upon the execution of this Agreement and (ii) ~~Seven-Nine Million Two-Eight Hundred Ninety-Seven Thousand Five Hundred Dollars (\$7,290,000)~~ Seven-Nine Million Two-Eight Hundred Ninety-Seven Thousand Five Hundred Dollars (\$7,290,000) payable at the Closing.

(b) Purchaser and Seller agree that the Purchase Price, applicable Assumed Liabilities and other relevant items shall be allocated in accordance with the allocation schedule (the "Allocation Schedule") to be mutually determined by Purchaser and Seller on or before the Closing. Purchaser and Seller shall (and shall cause their respective Affiliates to) file all Tax Returns (including IRS Form 9954) and other Tax-related information reports in a manner consistent with the Allocation Schedule and not take any position inconsistent with such Allocation Schedule in any Tax-related audit, examination or other proceeding (whether administrative or judicial) unless required by applicable Law. If any Party receives any notice from a Taxing Authority in respect of an audit, examination or other proceeding (whether administrative or judicial) regarding any allocation of the Purchase Price or otherwise proposing an allocation different from the Allocation Schedule, such Party shall notify the other Parties of such notice and provide such other Parties with a copy of such notice, and the Parties hereto shall cooperate with each other in good faith regarding the resolution of any such matter.

(c) Following the Approval Hearing and up to Closing, Purchaser shall inspect the Purchased Assets, including, without limitation, the vehicles, to confirm that they are present and accounted for, provided that Purchaser shall have up to thirty (30) days after the Closing (the "Inventory Expiration Date") to count the fuel inventory and further provided that a Seller representative must be present at all times during Purchased Assets inspection, including, without limitation, during vehicles and fuel inventory counts. Purchaser shall provide to Seller a written count of the vehicles at Closing and of the fuel inventory on or prior to the Inventory

Expiration Date (collectively the "Inventory Count"). Seller shall have up to ten (10) business days after the Inventory Expiration Date to investigate the Inventory Count (the expiration of such ten (10) business day period is referred to as the "Adjustment Date"). If Seller agrees with the Inventory Count, or fails to oppose the Inventory Count on or before the Adjustment Date, the Inventory Count shall be deemed final (the "Final Inventory Count"). If Seller opposes the Inventory Count, it shall notify Purchaser in writing prior to the Adjustment Date, and describe its opposition in reasonable detail. If Purchaser and Seller resolve such opposition, the Inventory Count shall be deemed to be a Final Inventory Count upon such resolution. If Purchaser and Seller are unable to resolve Seller's opposition to the Inventory Count, either party may submit its claim to the Bankruptcy Court for disposition as its sole means of recourse. The Inventory Count shall be deemed to be a Final Inventory Count upon such resolution.

~~(d)~~ ~~(e) Following the Approval Hearing and up to Closing, Purchaser shall inspect the Purchased Assets to confirm that they are present and accounted for. If Purchaser determines~~ If the Final Inventory Count indicates that there are vehicles or fuel inventory that are listed on Schedule 2.1(h) and Schedule 2.1(c), respectively, but are missing ("Missing Assets") with an aggregate value determined in good faith that exceeds Thirty Thousand Dollars (\$30,000), Seller shall reimburse Purchaser ~~Purchaser may make a written demand on Seller for reimbursement and credit against the Purchase Price for the aggregate value of such Missing Assets that exceeds Thirty Thousand Dollars (\$30,000), and further describing such Missing Assets in reasonable detail and the expected location or quantity (a "Reimbursement Demand"). Upon receipt of a Reimbursement Demand, Seller shall have up to Closing to investigate the Missing Assets. If Seller agrees with the Reimbursement Demand, or fails to oppose the Reimbursement Demand (as described in the following sentence), such reimbursement for the amount that exceeds Thirty Thousand Dollars (\$30,000) shall be made as a credit against the Purchase Price at Closing. If Seller opposes the Reimbursement Demand, it shall notify Purchaser in writing prior to Closing, and describe its opposition in reasonable detail. If Purchaser and Seller are unable to resolve Seller's opposition to the Reimbursement Demand, either party may submit its claim to the Bankruptcy Court for disposition as its sole means of recourse. If Seller has promptly after the Final Inventory Count is determined. If the Inventory Count indicates that there are vehicles or fuel inventory wherever located that are not listed on Schedule 2.1(h) and Schedule 2.1(c), respectively (the "Additional Assets") with an aggregate value determined in good faith that exceeds Thirty Thousand Dollars (\$30,000), the Purchase Price shall be increased by the aggregate value of such Additional Assets that exceeds Thirty Thousand Dollars (\$30,000) and Purchaser shall pay such increase to Seller promptly after the Final Inventory Count is determined.~~

2.8 Closing. The closing (the "Closing") of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities shall take place at the offices of Fox Rothschild LLP, 2000 Market Street, 20th Floor, Philadelphia, PA 19103-3222 ~~on the date of the Approval Order~~ September 25, 2018, or at such other time or place

as Purchaser and Seller may agree. The Parties may mutually agree to consummate the Closing electronically.

2.9 Deliveries by Seller. At the Closing, Seller will deliver or cause to be delivered to Purchaser (unless delivered previously) the following:

- (a) the Approval Order;
- (b) a Bill of Sale, Assignment and Assumption Agreement substantially in the form attached hereto as Exhibit A (the "Assignment and Assumption Agreement"), duly executed by Seller;
- (c) duly executed quitclaim deeds transferring fee simple title to the Acquired Owned Real Property to Purchaser, in form and substance reasonably satisfactory to Purchaser;
- (d) originals (or, to the extent originals are not available, copies) of all Assumed Contracts (together with all material amendments, supplements or modifications thereto);
- (e) physical possession of all of the Purchased Assets capable of passing by delivery, with the intent that title in such Purchased Assets shall pass by and upon delivery;
- (f) a duly executed assignment agreement or agreements transferring the Intellectual Property Rights to Purchaser, in form and substance reasonably satisfactory to Purchaser;
- (g) an affidavit from Seller, sworn under penalty of perjury and dated as of the Closing Date, in form and substance satisfactory to Purchaser, issued pursuant to Section 1445 of the Code and the Treasury regulations thereunder stating that Seller is not a foreign person as defined in Section 1445 of the Code;
- (h) certificates of title and title transfer documents to all titled motor vehicles included within the Purchased Assets; and
- (i) all other documents, instruments and writings reasonably requested by Purchaser to be delivered by Seller at or prior to the Closing pursuant to this Agreement, in each case in form and substance reasonably acceptable to Seller.

2.10 Deliveries by Purchaser. At the Closing, Purchaser will deliver or cause to be delivered to Seller (unless previously delivered) the following:

- (a) any unpaid portion of the Purchase Price;
- (b) the Assignment and Assumption Agreement, duly executed by Purchaser; and

(c) all other documents, instruments and writings reasonably requested by Seller to be delivered by Purchaser at or prior to the Closing pursuant to this Agreement.

3. Representations and Warranties of Seller. Subject to the terms, conditions and limitations set forth in this Agreement, Seller hereby represents and warrants to Purchaser as of the date of this Agreement as follows:

3.1 Power. Subject to the entry of an Approval Order (as defined below) by the Bankruptcy Court, Seller has full legal capacity, right, power and authority to enter into this Agreement.

3.2 Authorization. The execution, delivery and performance by Seller of this Agreement and the consummation of the Transactions are within Seller's powers and have been duly authorized by all necessary actions on the part of Seller. Subject to entry by the Bankruptcy Court of the Bidding Procedures Order and the Approval Order in the Bankruptcy Cases, this Agreement constitutes a valid and binding agreement of Seller that is enforceable in accordance with its terms.

3.3 Governmental Authorization. The execution, delivery and performance by Seller of this Agreement and the consummation of the Transactions by Seller require no action by or in respect of, or filing with, any Governmental Authority other than consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court.

3.4 Non-contravention. Subject to entry by the Bankruptcy Court of the Bidding Procedures Order and the Approval Order in the Bankruptcy Cases, the execution, delivery and performance by Seller of this Agreement and the consummation of the Transactions do not and will not, to the Knowledge of Seller (a) assuming compliance with the matters referred to in Section 3.3, violate any applicable Law or (b) result in the creation or imposition of any Lien on any Purchased Asset, except for Assumed Liabilities, Permitted Encumbrance, or Liens that will be released at or prior to Closing.

3.5 Required Consents. Except as disclosed on Schedule 3.5 (which may be modified prior to the Closing Date), and except for consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court, to the Knowledge of Seller, there is no agreement or other instrument binding upon Seller requiring a consent or other action by any Person as a result of the execution, delivery and performance of this Agreement. Notwithstanding the foregoing, nothing set forth herein shall affect any right of the Seller to assume and assign the agreements listed on Schedule 3.5 pursuant to Section 365 of the Bankruptcy Code.

3.6 Litigation. Except as disclosed on Schedule 3.6 and except for the Bankruptcy Cases, as of the date hereof, there is no action, suit, investigation or legal or administrative proceeding pending or, to the Knowledge of Seller, threatened against or affecting, the Purchased Assets (by any Governmental Authority or Person), including real estate tax assessment appeals, which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Transactions.

3.7 Permits. Schedule 2.1(f) sets forth a list of all Permits required to conduct and operate the Business in a manner consistent with the pre-Petition Date practices of the Debtors. Except as set forth on Schedule 3.7, to the Knowledge of the Seller, no written notice of violation of any Permit has been received from any Governmental Authority, and no proceeding is pending seeking to revoke or limit any such Permit.

3.8 Compliance with Laws and Court Orders. Seller is not in material violation of any Law applicable to the Purchased Assets or the conduct of the Business.

3.9 Intellectual Property Rights. To the Knowledge of Seller, (a) Schedule 2.1(g) sets forth an accurate and complete list of all registered Intellectual Property Rights included in the Purchased Assets, and (b) there are no outstanding challenges to the ownership and use by Seller of the Intellectual Property Rights, nor any alleged infringements of such Intellectual Property Rights by third parties. To the Knowledge of Seller, none of the Intellectual Property Rights included in the Purchased Assets has been licensed by Seller to any other Person.

3.10 Environmental Matters. To the Knowledge of Seller, and other than as described on Schedule 3.10: (a) neither the Seller nor the Debtors have received any notice from any Governmental Authority or third party of any violation of or failure to comply with any Environmental Laws with respect to the Acquired Owned Real Property which remains uncorrected, or of any obligation to undertake or bear the cost of any remediation with respect to the Acquired Owned Real Property which remains unperformed, and (b) the Acquired Owned Real Property is in compliance, in all respects, with applicable Environmental Laws.

3.11 Real Property. Schedule 2.1(a) sets forth the address and description of all Acquired Owned Real Property. With respect to each parcel of Acquired Owned Real Property, to the Knowledge of Seller and except as set forth on Schedule 2.1(a), (a) there are no leases, subleases, licenses, concessions, or other agreements, written or oral, granting to any Person the right of use or occupancy of any portion of such Acquired Owned Real Property; (b) there are no outstanding options, rights of first offer or rights of first refusal to purchase such Acquired Owned Real Property (other than the right of Purchaser pursuant to this Agreement), or any portion thereof or interest therein; and (c) there are no condemnation or eminent domain proceedings pending or threatened with respect to all or any part of the Acquired Owned Real Property.

3.12 Employment Matters and Employee Benefits. To the Knowledge of Seller, (a) Schedule 3.12 sets forth a complete and accurate list of Seller's Employee Benefit Plans; (b) with respect to each Employee Benefit Plan, all payments, premiums, contributions, distributions, reimbursements or accruals for all periods (or partial periods) ending prior to or as of the Closing Date have been timely made in accordance with the terms of the applicable Employee Benefit Plan and applicable Law; (c) there are no pending audits or investigations by any Governmental Authority involving any Employee Benefit Plan, and there are no pending or threatened claims (except for individual claims for benefits payable in the normal operation of the Employee Benefit Plans), suits or proceedings involving any Employee Benefit Plan, any trust or other funding medium

thereof, fiduciary thereof or service provider thereto, nor is there any reasonable basis for any such claim, suit or proceeding; and (d) the Debtors have performed all material obligations required to be performed by them and are not in any material respect in default under or in violation of any Employee Benefit Plan, nor has there been any such material default or violation by any other party to any Employee Benefit Plan.

3.13 Taxes. To the Knowledge of Seller, all Tax Returns (including any IRS Forms W-2 or Forms 1099) required to be filed by or on behalf of the Debtors (or any predecessor of the Debtors) and all Tax Returns required to be filed in respect of any Purchased Asset have been timely filed; *provided, however*, Seller makes no representations regarding the accuracy of such Tax Returns.

3.14 Sufficiency of and Title to the Purchased Assets. Seller will have at Closing good and marketable title to, or a valid leasehold interest in (or license or other right to use), all the Purchased Assets.

3.15 Insurance. As of the date hereof, to the Knowledge of Seller, all material property and liability insurance policies set forth on Schedule 3.15 are in full force and effect, and no written notice of cancellation, termination or revocation or other written notice that any such insurance policy is no longer in full force or effect or that the issuer of any such insurance policy is not willing or able to perform its obligations thereunder has been received by Seller. All premiums due and payable on such insurance policies have been paid in full.

3.16 Service of Bankruptcy Documents. Seller shall appropriately and timely serve all parties in interest with copies of the Sale and Bidding Procedures Motion and applicable notices as may be required by the Federal Rules of Bankruptcy Procedure and Local Rules of the Bankruptcy Court.

3.17 Certain Fees. No agent, broker, investment banker or other person or firm acting on behalf of Seller or the Debtors, or under her or their authority is or will be entitled to any broker's or finder's fee or any other commission or similar fee or the reimbursement of expenses, directly or indirectly, from Seller in connection with this Agreement or the Transactions.

Except as specifically set forth in this Section 3, Seller does not make any representations or warranties of any kind to Purchaser.

4. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as follows:

4.1 Organization. Purchaser is a Delaware limited liability company duly organized, validly existing and in good standing and has all requisite authority to carry on its business.

4.2 Corporate Authorization. The execution, delivery and performance by Purchaser of this Agreement and the consummation of the Transactions are within the requisite power and authority of Purchaser and have been duly authorized by all necessary

actions on the part of Purchaser. This Agreement constitutes a valid and binding agreement of Purchaser that is enforceable in accordance with its terms.

4.3 Governmental Authorization. The execution, delivery and performance by Purchaser of this Agreement and the consummation of the Transactions by Purchaser require no action by or in respect of, or filing with, any Governmental Authority other than (a) consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court, and (b) any such action or filing as to which the failure to make or obtain would not have a material effect on Purchaser or its ability to close the Transactions.

4.4 Non-contravention. Neither the execution and delivery of this Agreement nor the consummation of the Transactions will (a) conflict with or result in any breach of any provision of organizational documents of Purchaser; (b) require any filing with, or the obtaining of any Permit, authorization, consent or approval of, any Governmental Authority; (c) violate, conflict with or result in a default (or any event which, with notice or lapse of time or both, would constitute a default) under, or give rise to any right of termination, cancellation or acceleration under, any of the terms, conditions or provisions of any note, mortgage, other evidence of indebtedness, guarantee, license, agreement, lease or other contract, instrument or obligation to which Purchaser is a party or by which Purchaser or any of its assets may be bound; or (d) violate any Law applicable to Purchaser, excluding from the foregoing clauses (b), (c) and (d) such requirements, violations, conflicts, defaults or rights (i) which would not adversely affect the ability of Purchaser to consummate the Transactions, or (ii) which become applicable as a result of any acts or omissions by, or the status of or any facts pertaining to, Seller.

4.5 Litigation. There is no action, suit, investigation or proceeding pending against or, to the knowledge of Purchaser, threatened against or affecting Purchaser before any Governmental Authority which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Transactions.

4.6 Adequacy of Funds. Purchaser has and at the time of Closing will have available to it on an unconditional basis cash proceeds in an amount sufficient to satisfy its monetary and other obligations under this Agreement, including, without limitation, the obligation to pay the Purchase Price in accordance herewith.

5. Covenants of Seller. Seller agrees that:

5.1 Access to Information. From the date hereof until the earlier of the termination of this Agreement pursuant to Section 9.1 or the Closing Date, Seller shall reasonably afford to Purchaser and its counsel, accountants and other representatives, access (at reasonable times during normal business hours) to and all properties, books, accounts, records and documents of, or relating to, the Business.

5.2 Sales of *De Minimis* Assets. From the execution of the Term Sheet through the Closing Date, Seller shall cease all asset sales, including *de minimis* asset sales, through the Bankruptcy Court or otherwise.

5.3 Notices of Certain Events. Seller shall promptly notify Purchaser of:

(a) any notice or other written communication from any Person alleging that the consent of such Person is or may be required in connection with the consummation of the Transactions;

(b) any material written communication from any Governmental Authority in connection with or relating to the Transactions; and

(c) the commencement of any actions, suits, investigations or proceedings relating to Seller, the Debtors, any Purchased Asset or the Business that, if pending on the date of this Agreement, would have resulted in a breach of any representation contained in Section 3.

6. **Covenants of Purchaser and Seller.** Purchaser and Seller agree that:

6.1 Efforts; Further Assurances. Subject to the terms and conditions of this Agreement, Purchaser and Seller will use their respective commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable Laws to consummate the Transactions contemplated by this Agreement. Seller and Purchaser agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary in order to vest in Purchaser good title to the Purchased Assets or to evidence the assumption by Purchaser of the Assumed Liabilities.

6.2 Certain Filings. Seller and Purchaser shall cooperate with one another in good faith (a) in determining whether any action by or in respect of, or filing with, any Governmental Authority is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any Assumed Contracts or Intellectual Property Rights, in connection with the consummation of the Transactions, and (b) in taking such actions or making any such filings, furnishing information required in connection therewith and seeking to timely obtain any such actions, consents, approvals or waivers.

6.3 Bankruptcy Issues.

(a) Filing of Sale and Bidding Procedures Motion. Within three (3) Business Days of the date of this Agreement, Seller shall file with the Bankruptcy Court a motion (the "Sale and Bidding Procedures Motion") seeking, among other things, the entry of (i) the Approval Order, and (ii) an Order (the "Bidding Procedures Order") approving the bidding and auction procedures set forth in Sections 6.3(b) and (c) (the "Bidding Procedures").

(b) Bidding Procedures. In the Sale and Bidding Procedures Motion, Seller shall seek, among other things, approval of the following Bidding Procedures, which shall be incorporated into the Bidding Procedures Order:

(i) Bidding Deadline. Any third party (other than Purchaser) (a "Bidder") must submit a bid (the "Bid") in accordance with the terms of the Bidding Procedures so that the Bid is actually received by each of the Notice Parties no later than 10:00 a.m. (prevailing Eastern time) on September 13, 2018 (the "Bid Deadline"). Written copies of all Bids shall be delivered by the Bid Deadline to: (A) counsel to Seller, Fox Rothschild LLP, 2000 Market Street, 20th Floor, Philadelphia, PA 19103-3222, Attn: Michael Menkowitz, Esq., mmenkowitz@foxrothschild.com; (B) counsel to the Purchaser, Vedder Price P.C., 222 N. LaSalle Street, Chicago, IL 60601, Attn: Michael M. Eidelman, Esq., meidelman@vedderprice.com; and (C) counsel to Fulton Bank, N.A., Reed Smith LLP, 3 Logan Square, Suite 3100, 1717 Arch Street, Philadelphia, PA 19103, Attn: Brian M. Schenker; (D) (collectively, the "Notice Parties"). A Bid received after the Bid Deadline shall not constitute a Qualified Bid. A Bid shall be delivered to all Notice Parties at the same time. Seller shall deliver to the Notice Parties, at least forty-eight (48) hours prior to the Auction, written confirmation from the Seller that she has a good faith basis to believe the Bidder has a sufficient commitment for financing pursuant to Section 6.3(b)(ii)(D) hereof. Interested Bidders requesting information about the qualification process, including a copy of this Agreement, and information in connection with their due diligence, should contact Seller's counsel at the above address.

(ii) Designation as Qualified Bidder. To participate in the Auction, a Bidder must submit a Bid that is determined by Seller to satisfy each of the following conditions (a "Qualified Bid" and the entity submitting such Qualified Bid, a "Qualified Bidder"):

(A) Written Submission of Modified APA and Commitment to Close. Bidders must submit a Bid by the Bid Deadline in the form of an executed mark-up of this Agreement (each a "Modified APA") reflecting such Bidder's proposed changes to this Agreement (together with a blackline of the Modified APA against this Agreement), and a written and binding commitment to close on the terms and conditions set forth therein. Seller may discuss the Modified APA of any Bidder after submission with such Bidder including, for clarification, the terms and conditions of the Modified APA. Each Modified APA shall (I) have substantially similar terms and conditions (provided that no Bid other than this Agreement may provide for payment of any break-up fee, expense reimbursement, or similar type of payment) as this Agreement except with higher and better consideration; and (II) contain terms and conditions in the aggregate no less favorable to the Debtors' estates than the terms and conditions in this Agreement; provided, however, the Seller shall have the

sole discretion to sell the Debtors' assets in the lots described in Section 6.3(c)(iv) (each, a "Lot Bid") in accordance with the Bidding Procedures Order and the Bidding Procedures. In order for a Modified APA to be deemed a Qualified Bid, it must provide for the acquisition of all of the Purchased Assets or contain a Lot Bid;

(B) Irrevocable. A Bid must be irrevocable until four (4) Business Days after entry of the approval order, 2018 (the "Termination Date");

(C) Contingencies. A Bid may not be conditioned on obtaining financing or any internal approval or on the outcome or review of due diligence. Any other contingencies associated with a Bid may not, in the aggregate, be materially more burdensome than those set forth in this Agreement;

(D) Financing Sources and Evidence of Financial Ability to Close. A Bid must identify the actual Bidder and owners and ultimate parent company of the Bidder and contain written evidence of a commitment for financing or other evidence of the ability to fund and consummate the Sale on or before a closing date satisfactory to Seller with appropriate contact information for such financing or funding sources;

(E) No Fees Payable to Bidder. A Bid may not request, be conditioned on or otherwise entitle the Bidder (other than Purchaser) to any break-up fee, expense reimbursement or similar type of payment. A Bidder shall be deemed to waive the right to pursue a substantial contribution claim under 11 U.S.C. § 503 related in any way to the submission of its bid or the Bidding Procedures;

(F) Good-Faith Deposit. Each Bid must be accompanied by a cash deposit in an amount equal to ten (10%) percent in cash of the cash and the value of the non-cash purchase price allocated to the Purchased Assets under the Modified APA, which shall be paid to Seller to be held in an escrow account established at United Bank, ABA Number 211170318; Account No. 710000007408; Name: Worley & Obetz, Inc.; Reference – Christine C. Shubert, Trustee in accordance with the Bidding Procedures;

(G) Minimum Initial Overbid. The aggregate consideration in a Bid must have (I) a cash purchase price for the Purchased Assets of the amount payable for the Purchased Assets under this Agreement, being Eight Million One Hundred Thousand Dollars (\$8,100,000), plus (II) the amount of the Bid Protection, plus (III) the amount of the Break-Up Fee (the "Minimum Initial Overbid");

(H) List of Executory Contracts and Unexpired Leases. Each Bid must be accompanied by a list of Debtors' executory and

unexpired leases that the Bidder desires to assume and a packet of information, including financial information, that will be provided to the non-Debtor parties to such executory contracts and unexpired leases sufficient to demonstrate adequate assurance of future performance; and

(I) Fulton Bank. Notwithstanding anything set forth hereunder, Fulton Bank, N.A. shall automatically be deemed to be a Qualified Bidder hereunder without taking any actions otherwise required to be taken under this Section 6.3, shall have consultation rights throughout the Bid process, shall have the right to attend and participate at the Auction without having submitted a Qualified Bid, and shall be a third-party beneficiary to the Bid procedure in the same way as Purchaser. Notwithstanding anything set forth hereunder, nothing herein shall alter or modify the rights of Fulton Bank, N.A. under section 363(k) of the Bankruptcy Code; provided, however, (i) Fulton Bank N.A. shall not exercise its credit bid rights to make the Minimum Initial Overbid; and (ii) any credit bid by Fulton Bank shall contain a stipulation and agreement with Seller providing for the consensual use of cash collateral by Seller to pay the Break-Up Fee to Purchaser and Fulton Bank shall enter into a stipulation and agreement with Seller that Fulton Bank shall pay all amounts due under the First Amended Stipulation and Order.

(iii) Due Diligence from Bidders. Each Qualified Bidder shall comply with all reasonable requests for additional information by Seller regarding such Bidder and its contemplated transaction. Failure by a Bidder to comply with requests for additional information will be a basis for Seller to determine that the Bidder is not a Qualified Bidder. Seller acknowledges that Purchaser is a Qualified Bidder and that this Agreement constitutes a Qualified Bid.

(c) Auction. The Seller shall conduct an auction sale of the Purchased Assets to determine the highest and/or best Bid with respect to the Purchased Assets (the "Auction") only if she receives, prior to the Bid Deadline, (1) a Qualified Bid (other than this Agreement) for the entirety of the Purchased Assets or (2) a combination of Lot Bids (each of which must be a Qualified Bid) providing for, in the aggregate, a Purchase Price that exceeds the Minimum Initial Overbid. The Auction shall commence on September 17, 2018, at 9:00 a.m. (Eastern Standard Time) at the offices of Fox Rothschild LLP, 2000 Market Street, 20th Floor, Philadelphia, PA 19103. If no such Qualified Bid(s) is/are received by the Bid Deadline, then the Auction shall not take place, Purchaser shall be declared the Successful Bidder, and Seller shall seek approval of, and authority to consummate, this Agreement and the Transactions at the Approval Hearing. If a Qualified Bid(s) is/are received in accordance with these Bidding Procedures, the Auction shall be conducted according to the following procedures:

(i) Participation at the Auction. Only a Qualified Bidder that has submitted a Qualified Bid is eligible to participate at the Auction. For

greater certainty, Purchaser is a Qualified Bidder and eligible to participate at the Auction. Only the authorized representatives (including counsel and other advisors) of each of the Purchaser, Qualified Bidders and Seller and any other party in interest or its representative who provide Seller with written notice forty-eight (48) hours prior to the Auction shall be permitted to attend the Auction. During the Auction, the bidding shall begin with the highest Qualified Bid (the "Opening Bid") and each subsequent round of bidding shall continue in minimum increments of at least the Subsequent Overbid Increment. At least one (1) Business Day prior to the start of the Auction, Seller shall provide a copy of the Opening Bid to all participating Qualified Bidders attending the Auction and a blackline of the Opening Bid to this Agreement. Seller shall select the Opening Bid, in her discretion. The determination of which Qualified Bid constitutes the Opening Bid shall take into account any factors Seller reasonably deems relevant to the value of the Qualified Bid to Seller including, among other things, the following: (A) the amount and nature of the consideration; (B) the proposed assumption of liabilities, if any; (C) the ability of the Qualified Bidder to close the proposed transaction; (D) the proposed closing date and the likelihood, extent and impact of any potential delays in closing; (E) any purchase price adjustments; (F) the impact of the contemplated transaction on any actual or potential litigation; (G) the net economic effect of any changes from this Agreement, if any, contemplated by the contemplated transaction documents (the "Contemplated Transaction Documents"); (H) the net after-Tax consideration to be received by Seller; (I) the net amounts to be paid to the Debtors' estates, taking into account, among other things, payment of the Break-Up Fee and Cure Costs; and (J) such other considerations as Seller deems relevant in her reasonable business judgment (collectively, the "Bid Assessment Criteria").

(ii) Authority to Bid. All representatives of Qualified Bidders who submit any bids at the Auction shall represent on the record that they have authority to bid and that the Bid they submit is binding on the Qualified Bidder.

(iii) Conduct of the Auction. Seller and her advisors shall direct and preside over the Auction. All Bids made after the Opening Bid shall be Overbids (as defined below), and shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders that are participating in the Auction. Each Qualified Bidder will be permitted a fair, but limited amount of time to respond to each Overbid. Seller shall maintain a transcript of the Opening Bid and all Overbids made and announced at the Auction, including the Successful Bid and the Back-up Bid;

(iv) Lots. Qualified Bidders may submit a Lot Bid for one (1) or more of the following Lots and the associated assets listed below, to the extent they are not expired or revoked:

- (1). Lot No. 1 – Worley & Obetz, Inc., Retail Division. Lot No. 1 consists of substantially all of the assets necessary to operate Worley & Obetz, Inc.'s Retail Division, which was engaged in the business of delivery of heating oil to local residences, and diesel, kerosene, and gasoline fuel to local farms and businesses. Such assets include certain (a) real property located across the street from 85 White Oak Road, Manheim, PA 17545 (Tax Parcel No. 500-04089-0-0000), and any building structure and improvements thereon, and all personal property and fuel inventory located on the premises to the extent personal property is not assigned and/or included in other lots/divisions, (b) real property located at 24 New Charlotte Street, Manheim, PA 17545, and any building, warehouse, structure, and improvements thereon, and all personal property and fuel inventory located on the premises to the extent personal property is not assigned and/or included in other lots/divisions, (c) two (2) leases for tank storage, (d) other storage and skid tanks, (e) access to Cargas Energy system for customer information and location, (f) retail tankwagon trucks and any fuel inventory located therein, and (g) other related assets used in the business operations of Worley & Obetz, Inc.'s Retail Division.
- (2). Lot No. 2 – Worley & Obetz, Inc., Propane Division. Lot No. 2 consists of substantially all of the assets necessary to operate Worley & Obetz, Inc.'s Propane Division, which was engaged in the business of delivery of propane fuel to local residences, local farms and businesses. Such assets include (a) three (3) propane tank storage property leases, (b) certain customer tanks owned by Worley & Obetz, Inc., (c) certain bulk storage tanks and any fuel inventory included therein, (d) various customer supply and delivery agreements, (e) access to Cargas Energy system for customer information and location, (f) certain propane tank parts and installation equipment, (g) two (2) 2018 Ford F-350 Supercab propane crane trucks, (h) one (1) 2015 Peterbilt 348 retail propane truck and any fuel inventory located therein, (i) one (1) 2017 Peterbilt retail propane truck and any fuel inventory located therein, (j) certain retail propane trucks, propane utility trucks, propane crane trucks, and trailers for propane tanks and any fuel or other inventory located therein, and (k) other related assets used in the business operations of Worley & Obetz, Inc.'s Propane Division.
- (3). Lot No. 3 – Worley & Obetz, Inc., Service & Installation Division. Lot No. 3 consists of substantially all of the assets necessary to operate Worley & Obetz, Inc.'s Service & Installation Division, which was engaged in the business of installation and maintenance of residential and small commercial HVAC systems for commercial customers, which systems utilize heating oil and propane, electric heat pumps, or natural gas. Such assets include (a) certain HVAC

service equipment, parts and sundry inventory stored at 85 White Oak Road, Manheim, PA, (b) certain service contracts for customer HVAC systems, (c) access to Cargas Energy system for customer information and location, (d) one (1) 2017 Ford Transit 250 Service Van and any HVAC service part inventory located therein, (e) certain service vans and utility trailers and any HVAC service part inventory located therein, and (f) other related assets used in the business operations of Worley & Obetz, Inc.'s Service & Installation Division.

(4). Lot No. 4 – Worley & Obetz, Inc., Value Energy North Division.

Lot No. 4 consists of substantially all of the assets necessary to operate Worley & Obetz, Inc.'s Value Energy North Division, which was engaged in the business of (a) delivery of heating oil and propane to local residences, and diesel, kerosene, and gasoline fuel to local farms and businesses, and (b) maintenance and service of residential HVAC systems. Such assets include (a) leases for the office space located at 318 N. Elmer Avenue and 417 North Lehigh Street, Sayre, PA 18840, (b) one (1) propane storage property tank lease, (c) one (1) copier lease, (d) certain customer tanks owned by Worley & Obetz, Inc., (e) certain bulk storage tanks and any fuel inventory located therein, (f) certain HVAC equipment and supplies used for the maintenance and service residential customer HVAC systems, (g) certain miscellaneous truck parts and maintenance equipment, (h) access to Cargas Energy system for customer information and location, (i) one (1) 2017 Peterbilt retail propane truck and any fuel inventory located therein, (j) certain service vans, retail tankwagons, retail propane trucks, employee trucks and vehicles and any fuel or HVAC service part inventory located therein, and (k) other related assets used in the business operations of Worley & Obetz, Inc.'s Value Energy North Division.

(5). Lot No. 5 – Worley & Obetz, Inc., Value Energy South Division.

Lot No. 5 consists of substantially all of the assets necessary to operate W&O's Value Energy South Division, which was engaged in the business of delivery of heating oil and propane to local residences, and diesel, kerosene, and gasoline fuel to local farms and businesses. Such assets include (a) access to Cargas Energy system for customer information and location, (b) one (1) 2015 Peterbilt 348 retail tankwagon and any fuel inventory located therein, (c) certain retail propane trucks and retail tankwagons and any fuel inventory located therein, and (d) other related assets used in the business operations of Worley & Obetz, Inc.'s Value Energy South Division.

(6). Lot No. 6 – Worley & Obetz, Inc., Fleet Fueling Division. Lot No. 6 consists of substantially all of the assets necessary to operate

Worley & Obetz, Inc.'s Fleet Fueling Division, which was engaged in the business of delivery of gasoline, diesel and diesel exhaust fluid to customer sites and directly into customer fuel trucks. Such assets include (a) access to Fleetcor system for customer information and location, (b) 6,500 gallon diesel exhaust fluid storage tank and any inventory located therein, (c) two (2) 2018 Mack GU713 fleet fueling trucks and any fuel inventory located therein, (d) certain fleet fueling trucks, fleet fueling diesel exhaust fluid delivery trucks and vans, and utility trailer and any fuel inventory located therein, and (e) other related assets used in the business operations of Worley & Obetz, Inc.'s Fleet Fueling Division.

- (7). Lot No. 7 – Worley & Obetz, Inc., Wholesale Division. Lot No. 7 consists of substantially all of the assets necessary to operate Worley & Obetz, Inc.'s Wholesale Division, which was engaged in the business of delivery of gasoline, diesel and propane to resellers and large users. Such assets include (a) six (6) leases for truck parking lots at various locations, (b) one (1) lease for electronic logs with Vendor Services Group, (c) access to Cargas Energy system for customer information and location, (d) two (2) 2019 Peterbilt 567 Wholesale Tractors, (e) two (2) 2019 Heil Tank Trailers and any fuel inventory located therein, (f) one (1) 2007 Heil Petroleum Tank Trailer and any fuel inventory located therein, (g) two (2) 2014 Peterbilt 388 wholesale tractors, (h) one (1) 2014 Freightliner Coronado wholesale tractor, (i) three (3) 2016 Freightliner Coronado wholesale tractors, (j) three (3) 2014 Heil DOT 406 wholesale tank trailers and any fuel inventory located therein, (k) one (1) 2017 Heil DOT 406 wholesale tank trailer and any fuel inventory located therein, (l) seven (7) International wholesale tractors (years 1999, 2007, 2010 (2), 2015, 2016), (m) seven (7) Heil Trailer wholesale tank trailers (years 2001 (2), 2002 (2), 2012, 2013, and 2014) and any fuel inventory located therein, (n) three (3) 2015 Heil Trailer wholesale tank trailers and any fuel inventory located therein, (o) two (2) 2017 Freightliner CA125DC wholesale tractors, (p) one (1) 2017 Mack CXU613 wholesale tractor, (q) one (1) 2017 Westmor Proline MC-331 wholesale propane trailer and any fuel inventory located therein, (r) one (1) 2016 Beall Petroleum Trailer and any fuel inventory located therein, (s) certain wholesale tractors, wholesale tank trailers, wholesale propane trailers, and utility trailers and any fuel inventory located therein, and (t) other related assets used in the business operations of Worley & Obetz, Inc.'s Wholesale Division.
- (8). Lot No. 8 – Worley & Obetz, Inc., Pickup Truck Passenger Vehicles. Lot No. 8 consists of Pickup Truck Passenger Vehicles owned by Worley & Obetz, which vehicles include (a) five (5) Ford

F-150 (years 2001, 2013, 2013, 2015, and 2016), (b) four (4) Ford F-250 (years 2003, 2011, 2014, and 2015), (c) one (1) 2008 Ford F-150 Supercab, (d) three (3) Dodge Ram 1500 (years 2014 (1) and 2015 (2)), (e) one (1) 2017 Dodge Ram 2500, and (f) one (1) 2007 Dodge Dakota.

- (9). Lot No. 9 – Worley & Obetz, Inc., Premium Passenger Vehicles. Lot No. 9 consists of Premium Passenger Vehicles owned by Worley & Obetz, which vehicles include (a) six (6) Jeep Grand Cherokee (years 2014 (2) and 2015 (4)), (b) one (1) 2015 Jeep Cherokee, (c) one (1) 2015 Audi Q7, (d) one (1) 2008 Cadillac Escalade, (e) one (1) 2013 Volkswagen Toureg, (f) one (1) 2018 Range Rover, and (g) one (1) 2016 Ford Explorer.
- (10). Lot No. 10 – Worley & Obetz, Inc., Economy Passenger Vehicles. Lot No. 10 consists of Premium Passenger Vehicles owned by Worley & Obetz, which vehicles include (a) seven (7) Ford Escape (years 2010 (2), 2016 (2), 2017 (3)), (b) two (2) 2018 Chevrolet Equinox, (c) one (1) 2005 Jeep Liberty Sport, (d) one (1) 2008 Jeep Cherokee, (e) one (1) 2003 Ford Excursion, (f) one (1) 2015 Chevrolet Cruze, and (g) one (1) 2017 Chevrolet Bolt.
- (11). Lot No. 11 – Amerigreen Propane, LLC, Wholesale Division. Lot No. 11 consists of substantially all of the assets necessary to operate Amerigreen Propane, LLC's Wholesale Division, which was engaged in the business of wholesale sales of propane to other petroleum distributors. Such assets include (a) certain terminal transloader agreements, (b) certain propane throughput agreements, (c) fuel inventory located at certain third party locations, (d) access to Cargas Energy system for customer information and location, (e) one (1) truck and one (1) trailer for transloader owned by Amerigreen Propane, LLC, and (f) other related assets used in the business operations of Amerigreen Propane, LLC's Wholesale Division.
- (12). Lot No. 12 – Amerigreen Energy, Inc., Renewables Division. Lot No. 12 consists of substantially all of the assets necessary to operate Amerigreen Energy, Inc.'s Renewables Division, which was engaged in the business of wholesale sales of renewable fuels, including biodiesel and ethanol, to other petroleum distributors. Such assets include certain (a) terminal service and throughput agreements at fifty (50) terminal locations, (b) biodiesel storage, blending, and throughput agreements, (c) fuel inventory located at certain third party locations, (d) access to Cargas Energy system for customer information and location, and (e) other related assets used in the business operations of Amerigreen Energy, Inc.'s Renewables Division.

- (13). Lot No. 13 – Amerigreen Energy, Inc., Petroleum Division. Lot No. 13 consists of substantially all of the assets necessary to operate Amerigreen Energy, Inc.'s Petroleum Division, which was engaged in the business of wholesale sales of diesel, heating oil and gasoline to other petroleum distributors. Such assets include (a) one (1) tank storage lease, (b) certain terminal agreements, (c) certain terminal throughput agreements, (d) certain terminal storage and throughput agreements, (e) fuel inventory located at certain third party locations, (f) certain marketing agreements, (g) access to Cargas Energy system for customer information and location, and (h) other related assets used in the business operations of Amerigreen Energy, Inc.'s Petroleum Division.
- (14). Lot No. 14 – Amerigreen Energy, Inc., Electricity Supply & Brokerage Divisions. Lot No. 14 consists of substantially all of the assets necessary to operate Amerigreen Energy, Inc.'s Electricity Supply & Brokerage Divisions, which were engaged in the businesses of (a) supplying electricity purchased from wholesale market for delivery to residential and commercial customers through public utility companies, and (b) brokerage for sale of electricity to residential and commercial customers for third party suppliers. Such assets include (a) certain unexpired brokerage contracts with future annuity payment stream, (b) brokerage area covering any deregulated electricity state, (c) access to utility billing information and brokerage contracts, and (d) other related assets used in the businesses of Amerigreen Energy, Inc.'s Electricity Supply & Brokerage Divisions.
- (15). Lot No. 15 – Amerigreen Energy, Inc., Natural Gas Division. Lot No. 15 consists of substantially all of the assets necessary to operate Amerigreen Energy, Inc.'s Natural Gas Division, which was engaged in the business of supplying natural gas purchased from wholesale market for delivery to residential and commercial customers through ten (10) public utility companies. Such assets include (a) the supply area for residential and commercial customers across Pennsylvania, New York and New Jersey, (b) access to utility billing information and brokerage contracts, and (c) other related assets used in the business of Amerigreen Energy, Inc.'s Natural Gas Division.
- (16). Lot No. 16 – Amerigreen Energy, Inc., Passenger Vehicles. Lot No. 16 consists of Passenger Vehicles owned by Amerigreen Energy, Inc., which vehicles include (a) six (6) Jeep Grand Cherokee (years 2010 (2), 2014 (3), and 2015), (b) two (2) 2016 Ford Escape, (c) one (1) 2015 Chevrolet Tahoe, and (d) one (1) 2011 Ford F-650 Box Truck.

- (17). Lot No. 17 – Worley & Obetz, Inc., Real Property and Improvements at 107 Maytown Road, Elizabethtown, PA. Lot No. 17 consists of the real property located at 107 Maytown Road, Elizabethtown, PA, and all buildings, improvements, and personal property located thereon.
- (18). Lot No. 18 – Worley & Obetz, Real Property, Office Building, and Warehouse located at 85 White Oak Road, Manheim, PA 17545. Lot No. 18 consists of the real property located at 85 White Oak Road, Manheim, PA 17545 (Tax Parcel No. 500-27334-0-0000), the office building, warehouse, and improvements thereon, and all personal property located on the premises to the extent personal property is not assigned and/or included in other lots/divisions. Lot No. 18 specifically excludes the retail storage area located across the street. Lot No. 18 also includes (a) one (1) electric motorcycle, (b) one (1) 2010 John Deere Gator, (c) one (1) custom motorcycle, (d) one (1) Hyster Towmotor forklift, and (e) one (1) 2014 John Deere Z950R LP Mower.

(v) Terms of Overbids. An “Overbid” is any Bid made at the Auction subsequent to Sellers’ announcement of (A) the Opening Bid, and (B) the then highest and/or best Overbid at the beginning of each subsequent round of bidding (the “Round Leading Bid”). To submit an Overbid, in any round of the Auction, a Qualified Bidder must comply with the following conditions:

(A) Subsequent Overbid Increment. Any Overbid shall be made in increments of at least two hundred fifty thousand dollars (\$250,000.00) (the “Subsequent Overbid Increment”). The amount of the Purchase Price of any Overbid shall not be less than the Purchase Price of the Opening Bid or the Round Leading Bid, as applicable.

(B) Remaining Terms the Same as for Qualified Bids. Except as modified herein, an Overbid must comply with the conditions for a Qualified Bid and the Minimum Initial Overbid requirements shall be replaced with the Subsequent Overbid Increment requirements set forth above; provided, however, that the Bid Deadline shall not apply. Any Overbid made by a Qualified Bidder must remain open and binding on the Qualified Bidder until the Termination Date. Seller shall credit the amount of the Break-Up Fee to each and every Overbid submitted by Purchaser at the Auction, meaning that if Purchaser’s subsequent Overbid is the Round Leading Bid, any subsequent Overbid must exceed Purchaser’s Overbid by the amount of the Break-Up Fee and Subsequent Overbid Increment. To the extent not previously provided (which shall be determined by Seller), a Qualified Bidder submitting an Overbid must submit, as part of its Overbid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement acceptable to Seller in her reasonable

business judgment) demonstrating such Qualified Bidder's ability to close the transaction proposed by such Overbid.

(C) Announcing Overbids. At the start of each round of bidding, Seller shall announce the Round Leading Bid, the basis for calculating the total consideration offered in the Round Leading Bid, and the resulting benefit to Seller based on, among other things, the Bid Assessment Criteria.

(vi) Closing the Auction. Upon conclusion of the bidding, the Auction shall be closed, and Seller shall identify the highest and/or best Overbid or Opening Bid (the "Successful Bid" and the entity or entities submitting such Successful Bid, the "Successful Bidder"), and the next highest and/or best Overbid or Opening Bid, after the Successful Bid (the "Back-up Bid"), and advise the remaining Qualified Bidders of such determination. All bidding for the Purchased Assets will be concluded at the Auction and there will be no further bidding at the Bankruptcy Court hearing held in the Bankruptcy Cases to approve the highest or best bid for the Purchased Assets (the "Approval Hearing"). If the Successful Bidder fails to close on the Successful Bid, the Back-up Bid shall automatically be deemed to be the winning Bidder; provided, however, the Back-up Bid shall be recalculated to an amount that would have been the Successful Bid had the Successful Bidder not participated at the Auction, plus an additional \$100,000.

(d) Consent to Jurisdiction as Condition to Bid. All Qualified Bidders at the Auction shall be deemed to have consented to the jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction, and the construction and enforcement of the Bidder's Contemplated Transaction Documents, as applicable. Qualified Bidders (other than Purchaser) shall not be deemed third party beneficiaries of these Bidding Procedures and shall not have standing to object to the administration of the Bidding Procedures by Seller.

(e) Reimbursement of Deposit; Break-Up Fee. Upon consummation of a sale of all or substantially all of the Purchased Assets to any third party (other than Purchaser) who submits the Successful Bid for the Purchased Assets, upon the occurrence of the actions set forth in Section 9.1(a), 9.1(b), 9.1(d), or 9.1(f), or if Seller commits a material breach of this Agreement or unilaterally abandons consummation of the Transactions contemplated by this Agreement, Seller shall (i) pay to Purchaser in immediately available funds an amount equal to the Break-Up Fee, and (ii) refund the Deposit. The provisions of this Section 6.3(e) shall survive any termination of this Agreement. The Break-Up Fee shall be treated as a Chapter 7 administrative expense claim in the Bankruptcy Cases, and shall be paid to Purchaser upon the earlier to occur from (x) the closing of the sale of all or substantially all of the Purchased Assets to any third party (and no Lien of any third party shall attach to the portion of the sale proceeds representing the Break-Up Fee),

or (y) the Closing of the Bankruptcy Cases. The obligation to pay the Break-Up Fee and Deposit under this Agreement shall be absolute and unconditional and shall not be subject to any defense, claim, counterclaim, offset, recoupment or reduction of any kind whatsoever, provided, however, that, for the avoidance of doubt and notwithstanding anything herein to the contrary, the Break-Up Fee shall only be payable if approved by the Bankruptcy Court. Purchaser's right to the Break-Up Fee shall be the sole and exclusive remedy of Purchaser in the event Seller materially breaches this Agreement or if this Agreement is terminated by Seller.

(f) **Bankruptcy Court Approval of Sale.** Seller and Purchaser shall each use their reasonable efforts, and shall cooperate, assist and consult with each other, to secure the entry of an Order (the "Approval Order") of the Bankruptcy Court in the Bankruptcy Cases in form and substance acceptable to Seller and Purchaser containing provisions, including without limitation, (i) approving this Agreement, (ii) authorizing the sale of the Purchased Assets pursuant to Section 363 of the Bankruptcy Code, (iii) authorizing the assumption and assignment of the Assumed Contracts pursuant to Section 365 of the Bankruptcy Code, (iv) authorizing the Transactions, (v) approving the Break-Up Fee and Bid Protection and (vi) providing that this Agreement and the Transactions are undertaken by Purchaser and Seller at arm's length, without collusion, and in good faith within the meaning of Section 363(m) of the Bankruptcy Code, that Purchaser and Seller are entitled to the protections of Section 363(m) of the Bankruptcy Code, and that the provisions of Section 363(n) of the Bankruptcy Code are not applicable. Seller and Purchaser shall cooperate with one another in good faith regarding pleadings that either of them intends to file, or positions either of them intends to take, with the Bankruptcy Court in connection with or that might reasonably affect the Bankruptcy Court's entry of the Approval Order.

6.4 **Computer Systems.** After Closing, Purchaser shall afford Seller and Debtors, their respective employees, consultants, accountants, attorneys, or other advisors, agents, or other representatives (collectively, the "Seller Representatives"), full access (remote or on-site access) to any and all books and records, computer hardware, computer peripherals, computer software and data, computer systems, personnel records, paper or electronic files, data generated by and/or stored on either Purchaser computer systems and storage media (e.g., backups, hard drives, flash or "thumb" drives, CD's, DVD's, etc.), or any other electronically stored documents, information and/or data, and any and all other records and files concerning the Debtors, the Business, the Purchased Assets, and personnel (collectively, the "Records"), and shall furnish such Records to the Seller Representatives, as Seller and the Debtors may request. Purchaser will also allow the Debtors' computer consultant to access and monitor the Records. Purchaser shall preserve any and all Records from destruction or alteration until the date that is ninety (90) days after Purchaser provides written notice to Seller and Debtors pursuant to Section 6.9 below of Purchaser's request to destroy any Records; provided, however, that Purchaser may not provide such written notice during the first 120 days after Closing and further provided that Seller or the Debtors shall have the right to purchase back such Records at fair market value upon receipt of such written notice before such Records are destroyed.

6.5 Personally Identifiable Information. Purchaser acknowledges that Purchaser is acquiring certain personally identifiable information as part of the Purchased Assets, including, without limitation, names, addresses, email addresses, telephone numbers, Social Security numbers, government identification numbers. Purchaser hereby agrees and covenants to remain in compliance with all applicable Law, including, without limitation, applicable data and/or privacy Laws, concerning the ownership, possession, and treatment of such personally identifiable information.

6.6 Office Access. For a period of thirty (30) days after Closing, Purchaser shall allow Seller and the Debtors full access to the offices located at 85 White Oak Road, Manheim, PA 17545 during business hours.

6.7 Cooperation. The parties hereto shall cooperate fully with each other and their respective counsel and agents and representatives in connection with all steps to be taken as part of their obligations under this Agreement.

6.8 Assignees. Diesel shall cause the Assignees to comply with all Purchaser obligations hereunder to Seller and Diesel shall remain liable for all Purchaser obligations to Seller and Liabilities hereunder.

6.9 6.4 Notices. If at any time (a) Purchaser becomes aware of any material breach by Seller of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by Seller, or (b) Seller becomes aware of any breach by Purchaser of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by Purchaser, the Party becoming aware of such breach shall promptly notify the other Party, in accordance with Section 10.1, in writing of such breach. Upon such notice of breach, the breaching Party shall have until the earlier of (y) ten (10) days after receiving such notice, and (z) the End Date, to cure such breach prior to the exercise of any remedies in connection therewith.

7. Tax Matters.

7.1 Tax Cooperation. Purchaser and Seller agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets (including access to books and records) as is reasonably necessary for the preparation and filing of any Tax Returns, the making of any election relating to Taxes, the preparation for any audit or examination by any Taxing Authority, and the prosecution or defense of any Claim, suit or proceeding relating to any Tax. Seller and Purchaser shall cooperate with each other in good faith in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets or the Business (each, a "Tax Claim"), provided that Seller shall (a) promptly notify Purchaser of any notice received in respect to any Tax Claim, (b) promptly notify Purchaser of any significant developments regarding such Tax Claim, (c) permit Purchaser (if Purchaser so chooses) to control the defense and/or resolution of any Tax Claim if any resolution or settlement of such Tax Claim reasonably could be expected to have an effect on Purchaser, any of Purchaser's Affiliates or any Purchased Asset for any taxable period, (d) take all actions and cooperation reasonably necessary in furtherance of the immediately preceding

clause (c), and (e) not settle or otherwise resolve any Tax Claim without the prior written consent of Purchaser.

7.2 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes and fees (including any penalties and interest thereon) incurred in connection with this Agreement (collectively, "Transfer Taxes") shall be split equally between Seller and Purchaser, and Purchaser shall file all necessary Tax Returns and other documentation with respect to all such transfer, documentary, sales, use, stamp, registration and other taxes and fees, and if required by applicable law, the Seller and the Debtors shall join in the execution of any such Tax Returns and other documentation. The cost of filing any such tax returns shall be split equally between Seller and Purchaser.

7.3 Real Property Taxes. Real estate Taxes and water and sewer rents, if any, shall be apportioned and pro-rated between Seller and Purchaser as of the Closing Date. All state, county and local realty, conveyance, recordation and/or documentary Transfer Taxes shall be split equally between the Purchaser and Seller. Any real estate Taxes not known or estimated at the Closing and/or real estate Taxes readjusted by municipal authorities after the Closing shall be re-prorated when the amount thereof becomes known.

7.4 Personal Property, Ad Valorem and Excise Taxes. Purchaser shall not be liable for any unpaid personal property, ad valorem or excise taxes assessed or due to be paid prior to the Closing Date.

8. Closing Conditions.

8.1 Conditions to Obligations of Purchaser and Seller. The obligations of Purchaser and Seller to consummate the Closing are subject to the satisfaction at or before Closing of each and every one of the following conditions:

(a) The Bankruptcy Court shall have entered the Approval Order in the Bankruptcy Cases, and the Bankruptcy Court shall have waived the stay imposed by Rule 6004(h) of the Federal Rules of Bankruptcy Procedure as to the Approval Order, authorizing the Transactions and approving this Agreement under Sections 105(a), 363 and 365 of the Bankruptcy Code, in form and substance reasonably acceptable to Seller and Purchaser, and the Approval Order shall contain findings that Purchaser acquired the Purchased Assets in good faith, for fair value, in an arm's length transaction, and as of the Closing Date the Approval Order shall be in full force and effect, shall not then be stayed, and shall not have been vacated or reversed; and

(b) No injunction, stay or similar Order issued by any Governmental Authority shall be in effect that restrains, enjoins, stays or prohibits the consummation of the Transactions.

8.2 Conditions to Obligations of Purchaser. The obligation of Purchaser to consummate the Closing is subject to the satisfaction (or waiver by Purchaser) of the following further conditions:

(a) Seller shall have performed in all material respects all of its obligations hereunder required to be performed by Seller on or prior to the Closing Date;

(b) the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date, as if made at and as of such date (or to the extent such representations and warranties speak as of an earlier date, they shall be true and correct as of such earlier date);

(c) Seller shall not be in default in any material respect under the provisions of this Agreement; and

(d) Purchaser shall have received all of the documents required to be delivered by Seller under Section 2.9.

8.3 Conditions to Obligations of Seller. The obligation of Seller to consummate the Closing is subject to the satisfaction (or waiver by Seller) of the following further conditions:

(a) Purchaser shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Closing Date;

(b) the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date, as if made at and as of such date (or to the extent such representations and warranties speak as of an earlier date, they shall be true and correct in all material respects as of such earlier date);

(c) Purchaser shall not be in default in any material respect under the provisions of this Agreement; and

(d) Seller shall have received all of the documents required to be delivered by Purchaser under Section 2.10.

9. Termination.

9.1 Grounds for Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written agreement of Seller and Purchaser;

(b) by Seller or Purchaser, if the Closing shall not have been consummated on or before [●] October 16, 2018 (the "End Date"), unless the Party seeking termination is in breach of its obligations hereunder;

(c) by Seller or Purchaser, if any condition set forth in Section 8.1 is not satisfied, and such condition is incapable of being satisfied by the End Date;

(d) by Purchaser, if any condition set forth in Section 8.2 has not been satisfied, and such condition is incapable of being satisfied by the End Date;

(e) by Seller, if any condition set forth in Section 8.3 has not been satisfied, and such condition is incapable of being satisfied by the End Date; or

(f) by Seller, if (i) Seller executes a definitive agreement with a third party (other than Purchaser) for the acquisition of all or substantially all the Purchased Assets, and (ii) the Bankruptcy Court enters an Order in the Bankruptcy Cases approving such definitive agreement.

The Party desiring to terminate this Agreement pursuant to this Section 9.1 (other than pursuant to Section 9.1(a)) shall give notice of such termination to the other Party in accordance with Section 10.1.

9.2 Effect of Termination. If this Agreement is terminated as permitted by Section 9.1, such termination shall be without Liability of any Party (or any stockholder, director, officer, employee, agent, consultant or representative of such Party) to the other Party to this Agreement except as expressly provided in Section 6.3(e). The provisions of Section 6.3(e) shall survive any termination hereof pursuant to Section 9.1.

9.3 Fees and Expenses. Except as otherwise set forth expressly herein, all costs and expenses incurred by the Parties in connection with obtaining Bankruptcy Court approval and consummation of this Agreement and the Transactions contemplated hereby shall be paid by the Party incurring such cost or expense.

10. Miscellaneous.

10.1 Notices. All notices, requests and other communications to any Party hereunder shall be in writing (including via electronic mail) and shall be given,

if to Purchaser, to:

~~Wiggins Gas Propane & Alternative Fuels LLC
c/o
Vedder Price P.C.
222 North LaSalle Street
Chicago, Illinois 60601
Attention: Michael M. Eidelman, Esq.
e-mail: meidelman@vedderprice.com~~

with a copy to (which shall not constitute notice):

~~Vedder Price P.C.
222 North LaSalle Street
Chicago, Illinois 60601
Attention: Michael M. Eidelman, Esq.
e-mail: meidelman@vedderprice.com~~

Diesel Direct Holdings, Inc.
c/o
John T. McLaughlin
Berluti McLaughlin & Kutchin LLP
44 School Street, Boston, MA 02108
T: (617) 557-3030
Email: jmclaughlin@bmklegal.com

if to Seller, to:

Christine C. Shubert
821 Wesley Avenue
Ocean City, NJ 08226
e-mail: Christine.shubert@bmstrustee.onmicrosoft.com

with a copy to (which shall not constitute notice):

Fox Rothschild LLP
2000 Market Street
20th Floor
Philadelphia, PA 19103
Attn: Michael Menkowitz
e-mail: mmenkowitz@foxrothschild.com

All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

10.2 Limitation on Damages. No Party shall be authorized to recover from the other Party any special, consequential, exemplary or punitive damages on account of any breach of this Agreement, AND ANY SUCH CLAIM, RIGHT, OR CAUSE OF ACTION FOR ANY SUCH DAMAGES IS HEREBY FULLY WAIVED, RELEASED AND FOREVER DISCHARGED.

10.3 Waivers. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative.

10.4 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the written consent of the other Party; provided further that Purchaser shall have the right to designate one or more wholly owned subsidiaries or Affiliates to take title to the Purchased Assets at the Closing, so long as

Purchaser remains liable for all of its obligations hereunder and provided such designation does not violate any consent or other approval which has been obtained by Seller.

10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the Commonwealth of Pennsylvania and any applicable provisions of the Bankruptcy Code, without regard to the principles of conflicts of Law that would provide for application of another Law.

10.6 Jurisdiction.

(a) Prior to the closing of the Bankruptcy Cases, the Parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Transactions shall be brought exclusively in the Bankruptcy Court, and each of the Parties hereby irrevocably consents to the jurisdiction of the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the Bankruptcy Court or that any such suit, action or proceeding which is brought in the Bankruptcy Court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 10.1 shall be deemed effective service of process on such Party.

(b) After the closing of the Bankruptcy Cases, except as otherwise expressly provided in this Agreement, the Parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Transactions may be brought in any court having subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the Commonwealth of Pennsylvania, and each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 10.1 shall be deemed effective service of process on such Party.

10.7 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY

LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS.

10.8 No Third-Party Beneficiaries. Other than as set forth in Section 10.10(a), no provision of this Agreement is intended to confer upon any Person other than the Parties hereto any rights or remedies hereunder.

10.9 Entire Agreement; Amendments; Counterparts. This Agreement (including the Schedules and Exhibits hereto) sets forth the entire agreement between the Parties with respect to the subject matter hereof and may be amended only by a writing executed by Purchaser and Seller. This Agreement may be executed in counterparts, each of which when taken together shall constitute an original. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto. In the event of any conflict or inconsistency between the statements in this Agreement and the Bidding Procedures, the statements in this Agreement shall control.

10.10 Pre-Petition Secured Party.

(a) Notwithstanding anything to the contrary herein, Fulton Bank, N.A. (the "Pre-Petition Secured Party") will be deemed a third-party beneficiary hereunder entitled to exercise and enforce any and all rights, powers, privileges and remedies of Seller pursuant to this Agreement or any other agreement, instrument or document executed in connection herewith. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary in this Agreement or in any other agreement, instrument or document executed in connection herewith, Seller will not exercise any right to terminate, or execute and deliver or otherwise provide any waivers, consents or amendments under, this Agreement or any of the other agreements, instruments or documents executed in connection herewith, without the prior written consent of the Pre-Petition Secured Party (which shall not be unreasonably withheld, conditioned or delayed).

(b) Notwithstanding anything to the contrary in this Agreement or any other agreement, instrument or document executed in connection herewith, the Pre-Petition Secured Party (i) is not making any representations or warranties to any or all of Seller, Purchaser or any of their respective Affiliates in connection with this Agreement or any other agreement, instrument or document executed in connection herewith, or the transactions contemplated herein or therein, (ii) will not be liable to any Person for any breach by any or all of Seller, Purchaser or any of their respective Affiliates or any of their respective representations, warranties, covenants or other agreements in connection with this Agreement or any other agreement, instrument or document executed in connection herewith or any of the Transactions contemplated herein or therein, and (iii) will not have any obligations or liabilities under or in respect of any of this Agreement or any other agreement, instrument or document executed in connection herewith or any of the Transactions

contemplated herein or therein, other than the release of any mortgages, security interests, Liens and the like. Without limiting the generality of the foregoing, provided the Approval Order is entered, under no circumstances will the Pre-Petition Secured Party be obligated to return or otherwise disgorge to or for the benefit of Purchaser or any Affiliate thereof any proceeds remitted to the Pre-Petition Secured Party, other than the Break-Up Fee (if applicable).

10.11 Headings; Interpretation. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any provisions of this Agreement. Unless the context otherwise clearly requires, references herein to words importing the masculine gender shall include the feminine and neutral genders and vice versa.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

~~WIGGINS GAS PROPANE &
ALTERNATIVE FUELS LLC~~

DIESEL DIRECT HOLDINGS, INC.

By: Walter J. McNamara

Name: Walter J. McNamara

Title: Chief Financial Officer

CHRISTINE C. SHUBERT, SOLELY IN
HER CAPACITY AS CHAPTER 7
TRUSTEE FOR THE ESTATES OF
WORLEY & OBETZ, INC., ET AL.

By: [Signature]

EXHIBIT A

Form of Bill of Sale, Assignment and Assumption Agreement

DISCLOSURE SCHEDULES

The following schedules (the “**Disclosure Schedules**”) are furnished by the Seller and Debtors to the Purchaser pursuant to and as part of the Asset Purchase Agreement dated as of August 24, 2018 (the “**Agreement**”) by and between Christine C. Shubert, in her capacity as Chapter 7 Trustee (“**Seller**”) for the estates of (i) Worley & Obetz, Inc. (Case No. 18-13774-REF); (ii) Americomfort, Inc., Case No. 18-13775-REF); (iii) Amerigreen Energy, Inc. (Case No. 18-13777-REF); (iv) Advance Air, Inc. (Case No. 18-13778-REF); (v) Amerigreen Energy Brokers, LLC (Case No. 18- 13779-REF); (vi) Amerigreen Electricity, LLC (Case No. 18-13780-REF); (vii) Amerigreen Hedging Services, LLC (Case No. 18-13781-REF); (viii) Amerigreen Lubricants, LLC (Case No. 18-13782-REF); (ix) Amerigreen Natural Gas, LLC (Case No. 18-13783-REF); and (x) Amerigreen Propane, LLC (Case No. 18-13784-REF) (collectively, the “**Debtors**”) and Wiggins Gas Propane & Alternative Fuels LLC, a Delaware limited liability company (or its Assignee, “**Purchaser**”). All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

Unless otherwise noted, the references to section numbers in the Disclosure Schedules correspond to the section numbers of the representations, warranties, covenants or conditions in the Agreement. An exception or qualification set forth in the Disclosure Schedules with respect to a particular representation or warranty will be deemed to be an exception or qualification with respect to all other applicable representations and warranties to the extent the description of the facts regarding the event, item or matter disclosed is adequate so as to make reasonably clear or otherwise make the Purchaser reasonably aware that such exception or qualification is applicable to such other representations and warranties whether or not such exception or qualification is so numbered or such other representations and warranties expressly refer to a Schedule. Each disclosure made in a Disclosure Schedule shall be deemed incorporated into each other Schedule in which the applicability of such disclosure is readily apparent on its face. Attachments and annexes delivered in connection with these Disclosure Schedules are incorporated by reference in and constitute a part of these Disclosure Schedules.

Nothing in the Disclosure Schedules is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant. Inclusion of any item in the Disclosure Schedules: (i) does not represent a determination that such item is material or establish a standard of materiality, (ii) does not represent a determination that such item did not arise in the ordinary course of business, (iii) shall not constitute, or be deemed to be, an admission to any third party concerning such item or (iv) does not represent a determination that the consummation of the transactions contemplated by the Agreement requires the consent of any third party except where such a representation or disclosure so provides.

Schedule 1.1(v)

Leased Real Property

902 Strasburg Pike, Strasburg, PA 17579 (Rineer Sons Real Estate, LLC) – lease for land only. Seller owns underground petroleum storage tanks, truck rack, pumps, and canopy.

709 Hartman Station Road, Lancaster, PA 17602 (Hartman Station Road, Inc.) – two separate leases:

1. Land lease only for placement of two large propane storage tanks on concrete saddles, associated pumps and meters.
2. Lease for use of underground petroleum storage tank owned by Lessor.

16 Lititz Road, Lititz, PA 17543 (Rohrer's Quarry, Inc.) – land lease only for placement of two large propane storage tanks on concrete saddles, associated pumps and meters.

2388 North Market Street, Elizabethtown, PA 17022 (Crowe Realty, LLC) - land lease only for placement of large propane storage tank on concrete saddles, associated pumps and meters.

316-318 North Elmer Avenue, 413-417 North Lehigh Avenue, Sayre, PA 18840 (JW Bishop Properties, LLC) – lease for office building, storage building, maintenance building, rental house used in Seller's Value Energy North division. Seller owns above ground storage tanks situated on property.

685 Broad Street Ext, Waverly, NY 14892 (Waverly Trade Center, LLC) – land lease only for placement of large propane storage tank on concrete saddles, associated pumps and meters as well as vehicle storage.

35 Doe Run Road, Manheim, PA 17545 (Robert Seth Obetz) – lease for land only. Building improvements consisting of: convenience store, car wash, underground petroleum storage tanks, gasoline/diesel dispensers and pumps, propane above ground storage tank and dispenser, canopies, etc. are the property of the Seller. **Cardlock Asset – Excluded.**

202 Greenfield Road, Lancaster, PA 17602 (202 Greenfield, LP) – lease for land and building. Significant building improvements made by Seller. Also property consists of shed, underground storage tanks, gasoline/diesel dispensers and pumps, above-ground storage tank and dispenser for propane, above-ground storage tank and dispenser for diesel exhaust fluid, canopy that is property of the Seller. **Cardlock Asset – Excluded.**

1634 West Main Street, Ephrata, PA 17522 (Charles Rutt) – gasoline/diesel dispensers and pumps, above-ground storage tank and dispenser for diesel exhaust fluid, above-ground storage tank and dispenser for propane, canopy. **Cardlock Asset – Excluded.**

~~8 South Malin Road, Malvern, PA 19355 (Buckeye Terminals, LLC) – parking space for two trucks.~~

~~3760 Tank Farm Road, Emmaus, PA 18049 (Buckeye Energy Services, LLC) – parking space for one truck.~~

PA Route 272 and Garden Spot Road, Ephrata, PA 17522 (Lester R. Summers, Inc.) - parking space for two trucks.

1575 Ferndale Avenue, Johnstown, PA 15905 (Tri-County Motor Sales) – parking space for seven trucks.

7043 Ellenberger Drive, Altoona, PA 16601 (Sel-Lo Oil, Inc.) - parking space for one truck.

1425 North Maxwell Street, Allentown, PA 18109 (Shadow Group Three, LLC) - parking space for one truck.

101 East Cherry Street, Elizabethtown, PA 17022 (Lime Ridge Farm Properties, LP) – lease of land and underground storage tanks, gasoline/diesel pumps and canopy owned by Seller.
Cardlock Asset – Excluded.

854 South 16th Street, Harrisburg, PA 17104 (Scheler Realty, LLC) – lease of land, underground storage tanks, diesel and diesel exhaust fluid dispensers. **Cardlock Asset – Excluded.**

Schedule 2.1(a)

Acquired Owned Real Property

Real estate property at 107 Maytown Road & all buildings, improvements, and personal property located thereon

Real estate property at 85 White Oak Road: office building, warehouse, improvements thereon, and all personal property located on the premises to the extent personal property is not assigned and/or included in other lots/divisions. Excludes the retail storage area across the street..

Real estate located at 24 New Charlotte, Manheim, PA including any personal property thereon

Real estate located at White Oak Road, Manheim, PA (across the street from 85 White Oak Road, Manheim, PA 17545) (Tax Parcel No. 500-04089-0-0000) including tanks and any other personal property thereon.

Schedule 2.1(b)

Executory Contracts and Unexpired Leases

PDF name	Location(if other than description)	Agreement Type	Landlord/Lessor/"seller"	Regarding	Rent/Payment	Other note
Vendor Services Group - Fleet Log ELD (November 2016)	202 Greenfield Road, Lancaster PA	Equipment Rental	Vendor Services Group	11/16 - 11/19; (37) Fleet Manager with Diagnostics (Jbus) & (BYOD)ELD	\$1,850/mo	
N/A	Sayre	Leased Equipment	Marlin Business Bank	ONGOING; regarding a leased "sayre copier"	N/A	on US Bankruptcy court list, and not in data room provided to us
HC Rineer Sons Partnership (May 2006)	902 Strasburg Pike, Strasburg	Leased Premises	H.C. Rineer Sons Partnership	05/06 - 05/11, renew for 10 years total	\$7,500/mo, +~3% per year	
HL Wiker NRLM Lease Addendum (January 2018)	709 Hartman Station Rd, Lancaster, PA	Leased Premises	Hartman Station, Inc (prev. H.L Wiker)	Amendment to 08/08 lease; extension	\$0.055/gallon	
JW Bishop Properties, LLC (March 2013)	318 N Elmer, 417 N Lehigh, 413 & 415 N Lehigh, and 316 N Elmer (Sayre)	Leased Premises	J.W. Bishop Properties, LLC	03/13 - 03/23; renewal options	\$6,940.11/mo	
Lester R Summers Inc - Ephrata (September 2016)	Summers Yard, Rt. 272 & Garden Spot Rd, Ephrata	Leased Premises	Lester R. Summers	09/16 - 09/17; renewal of lease	\$150/mo, \$150 sec. deposit	
Lyons Obetz - 55 Doe Run Road (September 2016)	55 Doe Run Road Suite 104 w/ ext. parking	Leased Premises	Lyons & Obetz	09/16 - 09/19, option to extend	\$8,500/mo	
Rohrer's Quarry (June 2014)	16 Lititz Road, lititz PA (Property to North side of main shop, with 30,000gal tank)	Leased Premises	Rohrer's Quarry, Inc.	06/14 - 06/15, auto renew 3 times (06/18). Permission to install a second 30,000 gal tank in 2014	\$1,000/mo	W&O Bankruptcy Case notes this as ongoing
Waverly Trade Center, LLC (May 2013)	69,750 sq ft lot on 685 Broad Street Extension, Waverly, New York	Leased Premises	Waverly Trade Center, LLC	05/13 - 05/18, option to renew	\$2,000/mo	
N/A	2388 N. Market St., Elizabethtown PA	Leased Premises	Crowe Transportation	EXPIRES 12/31/21	N/A	on US Bankruptcy court list, and not in data room provided to us
N/A	1575 Ferndale Ave, Johnstown, PA	Leased Premises	Tri-County Motor Sales	ONGOING	N/A	on US Bankruptcy court list, and not in data room provided to us
Se-Lo Oil Inc - Altoona (September 2017)	7043 Ellenberger Drive, Altoona, PA	Leased Premises - Parking	Se-Lo Oil Inc	08/22/17, month-month	\$100/mo	
Shadow Group Three LLC - Allentown (November 2017)	1425 North Maxwell St., Allentown, PA	Leased Premises - Parking	Shadow Group Three, LLC	11/17 - no end in agreement	\$150/mo	

Biodiesel Thruput Agreement - General Bangtson LLC (February 2018)	3 Washington Parkway, Hicksville NY	Throughput Agreement	General Bangston, LLC	01/18 - 07/19	\$0.06/gal	unsigned doc; automatically renews for another year unless terminated by either party
Boyle Energy - West Grove (March 2017)	40 West Manoa Road, Havertown, PA	Throughput Agreement	Boyle Energy	3/17 - 03/20	\$0.05/gal	
Buckeye Energy Services LLC - Macungie (June 2017); W&O	3760 Tank Farm Road, Emmaus, PA	Throughput Agreement	Buckeye Energy Services, LLC	ongoing		
Propane Throughput Agreement - UGI Energy (May 2018)	Steelton, Williamsport, Hunlock, Bethlehem	Throughput Agreement	UGI Energy Services, LLC	05/18 - 04/30/19; 4 locations for throughput agreement	\$0.035/gal	
RF Ohi - Lehighton (July 2017)	7505 Interchange Rd, Lehighton, PA	Throughput Agreement	RF Ohi Fuel Oil, Inc	07/17 - 05/30/20	\$0.04/gal - \$0.05/gal	
Storage-Marketing Agreement - Buckeye Terminals LLC (December 2012)	Macungie, Malvern, South Williamsport, Tuckerton, Vestal Terminals	Throughput Agreement (Terminal and Marketing)	Buckeye Terminals, LLC	10/12 - 90 day interval auto renewal (ONGOING)	\$0.035/gal	

PDF name	Location(if other than description)	Agreement Type	Landlord/Lessor/"seller"	Regarding	Rent/Payment	Other note		
Lease Assumption - Waverly Trade Center, LLC (March 2013)	Refer to 08/15 lease between JW Bishop and Waverly Trade Center	Lease assumption - purchase	JW Bishop Company; Waverly Trade Cent	RE: 08/15/12 lease between JW Bishop and Waverly Trade Center - assets to be assumed by W&O by				
Pitney Bowes (08/10)	Delivered to 55 Doe Run Rd, Manheim	Leased Equipment	N/A	Lease#6936736-001; 42 months	\$156/quarter			
Wysox (03/18) Amendment		Leased Equipment	Elbow River Marketing USA LTD.	07/17 - 03/18, extending to 03/19				
Wysox (07/17) Transloader		Leased Equipment	Elbow River Marketing USA LTD.	07/17 - 03/18; Transloader lease	\$1.00/month, .02c/gallon for throughputted propane			
Tank Storage Agreement - Colmar Terminal	3251 Trewigtown Road, Colmar, PA	Leased Equipment - Tank Storage	Colmar Terminal, Inc.	01/14 - 12/18; extension options	\$2,000/mo, additional charges depending on gallon usage			
Crowe Realty LLC (January 2005)	85 White Oak Road, PO Box 429, Manheim	Leased Premises	Crowe Realty	09/05 - 09/06, renewing				
HL Wiker - NRLM (August 2008)	709 Hartman Station Rd, Lancaster, PA	Leased Premises	H.L. Wiker, Inc.	housing fuel; 07/08 - 07/09, 1 year renewal				
HL Wiker - Propane (January 2008)	northeast of Hartman Station Road	Leased Premises	H.L. Wiker, Inc.	Lease propane storage tank area; 01/08 - 01/13, renewal terms up until 01/18	\$0.015/gallon, + base rent ~\$1,180/mo			
HL Wiker Addendum (January 2018)	709 Hartman Station Rd, Lancaster, PA	Leased Premises	Hartman Station, Inc (prev. H.L Wiker)	Amendment to 08/08 lease; extension	\$0.015/gallon, + base rent \$1,345/mo			
HL Wiker NRLM Lease Addendum (January 2014)	709 Hartman Station Rd, Lancaster, PA	Leased Premises	Hartman Station, Inc (prev. H.L Wiker)	Amendment to 08/08 lease; extension	\$0.045/gallon			
HL Wiker NRLM Lease Addendum (January 2015)	709 Hartman Station Rd, Lancaster, PA	Leased Premises	Hartman Station, Inc (prev. H.L Wiker)	Amendment to 08/08 lease; extension	\$0.045/gallon			
HL Wiker NRLM Lease Addendum (January 2016)	709 Hartman Station Rd, Lancaster, PA	Leased Premises	Hartman Station, Inc (prev. H.L Wiker)	Amendment to 08/08 lease; extension	\$0.045/gallon			
HL Wiker NRLM Lease Addendum (January 2017)	709 Hartman Station Rd, Lancaster, PA	Leased Premises	Hartman Station, Inc (prev. H.L Wiker)	Amendment to 08/08 lease; extension	\$0.045/gallon			
HL Wiker Propane Addendum (January 2013)	northeast of Hartman Station Road	Leased Premises	H.L. Wiker, Inc.	True Up; extend through 01/13	\$62,700 at signing in prepaid rent			
HL Wiker Propane Addendum (January 2015)	northeast of Hartman Station Road	Leased Premises	H.L. Wiker, Inc.	Amendment to original lease; extension through 12/14	\$1,231 base rent			
HL Wiker Propane Addendum (January 2016)	northeast of Hartman Station Road	Leased Premises	H.L. Wiker, Inc.	Amendment to original lease; extension through 01/17	\$0.015/gal + \$1,268/mo base rent			
HL Wiker Propane Addendum (January 2017)	northeast of Hartman Station Road	Leased Premises	H.L. Wiker, Inc.	Amendment to original lease; extension through 01/18	\$0.015/gal + \$1,306/mo base rent			
Lester R Summers Inc - Ephrata (July 2015)	Summers Yard, Rt. 272 & Garden Spot Rd, Ephrata	Leased Premises	Lester R. Summers	07/15 - 07/16; lease of parking space	\$150/mo, \$150 sec. deposit			
Lyons Obetz (September 2009)	55 Doe Run Road Suite 104: The Building	Leased Premises	Lyons & Obetz	09/09 - 09/10, option to extend	\$13,000/mo			
Lyons Obetz Renewal (September 2013)	55 Doe Run Road Building 2 Suite 104	Leased Premises	Lyons & Obetz	3 year renewal	\$13,000/mo			
Rineer Sons Real Estate Investments, LLC Renewal (June 2015)	902 Stasburg Pike, Strasburg, PA	Leased Premises	Rineer Sons Real Estate Investments, LLC	06/15 - 05/18	\$3,300/mo			
Rineer Sons Real Estate Investments, LLC Renewal (May 2011)	902 Stasburg Pike, Strasburg, PA	Leased Premises	Rineer Sons Real Estate Investments, LLC	05/11 - 05/13, extension through 05/30/15	\$3,300/mo			
Crowe Realty LLC Amendment (January 2017)	85 white oak road, "east side" of building with 30,000 gal tank	Leased premises; extension	Crowe Realty					
Crowe Realty LLC (October 2010)	85 white oak road, "east side" of building with 30,000 gal tank	Leased Premises; terminate sept. 2010 lease and re-lease	Crowe Realty	10/12 - 10/13, 12 mo renewing	\$450/mo			
Pitney Bowes Postage Meter (May 2012)		postage meter rental	Pitney Bowes	receipts for meter rental, ended 05/2016				
Biodiesel Blending Agreement - Duck Island Terminal	1463 Lamberton Road, Trenton, NJ	Terminal Agreement	Duck Island Terminal, Inc.	Blending of fuel				
First Amendment (August 2016)	Amendment to 2016 Terminal agreement	Terminal Agreement	Arc Terminals Pennsylvania Holdings					
Assignment of Agreement - Plains to PBF Logistics (April 2016)		Terminal Agreements; Reassignment	Plains Products Terminals LLC	04/16 closing				
August 2017 Price Update	All US locations	Terminal Price Change	Arc Terminal Holdings					

Biodiesel - Westmore Fuels - Port Chester (October 2014)	2 Purdy Ave, Port Chester, NY	Terminal Storage & Throughput	Westmore Fuel Co., Inc., Inc.,	Use of 20,000 gal AST	\$0.03 / gal			
First-Amendment-to-Storage-and-Marketing-Agreement-(March 2018)	Pittsburgh-&-Indiana-Terminals	Terminal/Marketing-Agreement	Buckeye-Terminals,-LLC	Adding-Pitts-&-Ind.-Locations-to-10/12 agrmt				
Crowe Realty LLC (September 2010)	85 white oak road, "east side" of building with 30,000 gal tank	Terminate rental lease, purchase	Crowe Realty		\$32,500 for the tank			
Amendment 1 to Throughput Agreement; AMG Biofuels	All PA Locations	Throughput Agreement	Gulf Oil LP	01/17, pricing amendment	.0095/gallon/gallon for heating oil, and/or 500 ppm diesel additized with lubricity			
Propane Throughput Agreement - UGI Energy (May 2014)	Swatara Township Dauphin County PA, Rt 412; Signet Ave., Hellertown, PA; 2550 Trenton Ave. Williamsport, PA; 390 Route 11, Hunlock, PA	Throughput Agreement	UGI Energy Services, LLC	05/14 - 04/15; 4 locations for throughput agreement	\$0.035/gal			
Propane Throughput Agreement - UGI Energy (May 2015)	Swatara Township Dauphin County PA, Rt 412; Signet Ave., Hellertown, PA; 2550 Trenton Ave. Williamsport, PA; 390 Route 11, Hunlock, PA	Throughput Agreement	UGI Energy Services, LLC	05/14 - 04/16; 4 locations for throughput agreement	\$0.035/gal			
Propane Throughput Agreement - UGI Energy (May 2016)	Swatara Township Dauphin County PA, Rt 412; Signet Ave., Hellertown, PA; 2550 Trenton Ave. Williamsport, PA; 390 Route 11, Hunlock, PA	Throughput Agreement	UGI Energy Services, LLC	05/16 - 04/17; 4 locations for throughput agreement	\$0.035/gal			
Propane Throughput Agreement - UGI Energy (May 2017)	Steelton, Williamsport, Hunlock, Bethlehem	Throughput Agreement	UGI Energy Services, LLC	06/17 - 04/18; 4 locations for throughput agreement	\$0.035/gal			
RF OHL - Lehighton (July 2014)	7505 Interchange Rd, Lehighton, PA	Throughput Agreement	RF OHL Fuel Oil, Inc	07/14 - 06/17	\$0.04/gal - \$0.05/gal			
Storage Thruput Agreement Renewal - IPT, LLC (January 2012)	140 American Oil Road, Rensselaer, NY	Throughput Agreement	IPT, LLC	01/12 - 06/12	\$0.007/gal			
Storage Thruput Agreement Renewal - IPT, LLC (July 2012)	140 American Oil Road, Rensselaer, NY	Throughput Agreement	IPT, LLC	07/12 - 06/13	\$0.007/gal			
Storage Thruput Agreement Renewal - IPT, LLC (November 2014)	140 American Oil Road, Rensselaer, NY	Throughput Agreement	IPT, LLC	11/14 - 10/15	\$0.00737/gal			
Storage Thruput Agreement Renewal - IPT, LLC (November 2016)	140 American Oil Road, Rensselaer, NY	Throughput Agreement	IPT, LLC	11/16 - 10/17	\$0.00756/gal			
Storage Thruput Agreement Renewal - IPT, LLC (November 2017)	140 American Oil Road, Rensselaer, NY	Throughput Agreement	IPT, LLC	11/17 - 10/18	\$0.00765/gal			
Sweetwater - Ephrata (May 2015)	Ephrata Terminal of Sweetwater Propane	Throughput Agreement	Sweetwater Propane, Inc.	05/15 - 04/16	\$0.01/gal			
Terminal Agreement - ARC Terminals (July 2016)	Mechanicsburg, Dupont, Altoona, S. Williamsport terminals	Throughput Agreement	Arc Terminals Pennsylvania Holdings LLC	07/16 - 12/16; auto renew for (3) 3 month periods	\$0.03/gal			
Terminal Agreement - Plains Philadelphia South (May 2010)	6850 Essington Ave, Philadelphia PA	Throughput Agreement	Plains Products Terminals LLC	05/10 - 04/11, auto renew each month				
Terminal Agreement - PPC (February 2010)	Sinking Spring, Highspire, Altoona terminals	Throughput Agreement	Petroleum Products Corp.	02/10 - 12-10				
Terminal Agreement - Sunoco Partners (November 2014)	Altoona, Baltimore, Belmont, Blawnox, Delmont, Eagle Point, Exton, Kingston, Malvern, Manassas terminals	Throughput Agreement	Sunoco Partners Marketing & Terminals, L.P.	12/14 - ongoing unless terminated; appears to be terminated				
Terminal Agreement - Windsor Fuels (September 2015)	80 Windsor Ave, Mineola, NY	Throughput Agreement	Windsor Fuel Co., Inc.	08/15 - 06/16; auto renew unless terminated - appears to be terminated	\$0.03/gal			
Throughput Agreement - Lucknow-Highspire (August 2005)	many PA terminals	Throughput Agreement	Lucknow-Highspire Terminals Corp.	08/05 - 07/06, auto renew unless terminated - appears to be terminated				
Thruput Agreement - Fred Schildwachter Sons (October 2015)	1400 Ferris Place, Bronx, NY	Throughput Agreement	Fred M. Schildwachter & Sons, Inc.	10/15 - ongoing unless terminated				
Thruput Agreement - Fred Schildwachter Sons (September 2014)	1401 Ferris Place, Bronx, NY	Throughput Agreement	Fred M. Schildwachter & Sons, Inc.	09/14 - 09/15				
Throughput Amendment - Lucknow-Highspire (March 2010)	many PA terminals	Throughput Agreement - Price Amendment	Lucknow-Highspire Terminals Corp.	amendment to 08/05 contract	additional \$0.001/gal			
Throughput Amendment - Lucknow-Highspire (October 2008)	many PA terminals	Throughput Agreement - Price Amendment	Lucknow-Highspire Terminals Corp.	Allows customer to pull winterized distillates	\$0.0325/gal for each gal with winter additive			
Throughput Amendment - Lucknow-Highspire (October 2011)	many PA terminals	Throughput Agreement - Price Amendment	Lucknow-Highspire Terminals Corp.	adjusting fee for winter additive	\$0.0230/gal			
Updated Lease Amounts - 2017	318 North Elmer Ave, Sayre PA	Updated Rent	W&O	Descriptions of new rent payments - goes until 2017/2018 year	\$2,206.67/mo			
Plains Marketing L.P. - Purchase Agreement - Contract #AMU18TSPNP0001 dated Feb. 21, 2018	Schaefferstown, PA	Propane purchase agreement	Plains Marketing L.P.	Purchase	\$0.82/gal			

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Schedule 2.1(c)

Inventory

Fuel inventory, wherever located as follows:

Tank and Bulk Fuel Inventory	424,593.03 gallons
Truck Fuel Inventory	44,191.00 gallons

Schedule 2.1(e)

Tangible Personal Property

Storage and Skid Tanks

- 2 X 300,000 Gallon AST- Across from 85 White Oak Road, Manheim, PA (Tank and land OWNED)
- 10,000 Gallon UST - Across from 85 White Oak Road, Manheim, PA (Tank and land OWNED)
- 20,000 Gallon UST - 24 New Charlotte St, Manheim, PA (Tank and land OWNED)
- 4 X 20,000 Gallon UST & 5 X 30,000 Gallon UST - 902 Strasburg Pike (tanks owned but on LEASED site)
- UST - 709 Hartman Station Road (underground tank and site LEASED)
 - 2, 30,000 gallon above ground propane storage tanks owned by Worley & Obetz
- 1.35 million Gallon AST - 3251 Trewigtown Road, Colmar, PA (tank and site LEASED)
- 1974 Riley Beard 30,000 Gallon Propane Tank (AST) and Highland 30,000 Gallon Propane Tank (AST) located at 16 Lititz Rd., Lititz, PA 17543 (tank owned but on LEASED property)
- 1971 Trinity 30,000 Gallon Propane Tank located at 2388 N. Market St., Elizabethtown, PA (tank owned but on leased property)
- 500 gallon and (5) 300 gallon skid tanks at High Concrete in Denver, PA (tanks owned but on customer site, W&O rights subject to customer negotiation)
- (Above) (3) 10,000 gallon petroleum tanks, (Above) (1) 15,000 gallon petroleum tank, (Above) (1) 2,500 gallon DEF tank, 318 N. Elmer Ave., Sayre, PA (tanks owned but in lease site)
- 6,500 Gallon diesel exhaust fluid storage tank, 85 White Oak Road, Manheim, PA
- Customer Tanks owned by Worley & Obetz, Inc., 4000 tanks (count estimated not confirmed, certain tanks have been removed and location is now not known)
- Certain Storage Tanks New and replaced propane tanks for customer locations are stored at 35 Doe Run Road, Manheim, PA
 - Customer tanks owned by Worley & Obetz, Inc. Customer tanks are owned by the company and customers—pricing of product depends on tank ownership and contract terms
- Miscellaneous truck parts and maintenance equipment
- Propane tank parts and installation equipment in 85 White Oak Road warehouse and in/on any trucks
- HVAC service equipment, parts and sundry inventory stored at 85 White Oak Road, Manheim, PA
- Other related assets used in the business operations of Worley & Obetz, Inc.'s Retail division

- Other related assets used in business operations of W&O Propane Division
- Other related assets used in the business operations of W&O Inc,'s Service and Installation division
- Other related assets used in the business operations of W&O's Value Energy North Division (Sayre)
- Other related assets used in the business operations of W&O's Value Energy South Division
- Other related assets used in business operations of AMG propane, Wholesale division
- Other related assets used in the business operations of W&O Fleet Fueling Division
- Other related assets used in business operations of W&O's Wholesale Division
- Other related assets used in business operations of AMG Renewables Division
- Other related assets used in the business operations of AMG's Petroleum division
- Other related assets used in business operations of AMG's Electricity Supply and Brokerage Division (subject to contract calculations and regulatory controls and restrictions)
- Other related assets used in the business operations of AMG Natural Gas division (subject to contract calculations and regulatory controls and restrictions)
- Other Property, Maintenance Equipment (Lawn tractors, trimmers, etc.) on site
- Related assets including parts, inventory, supplies, furniture/fixtures, tools, equipment, etc.

The items listed above do not include previously sold assets, expired or cancelled leases, and expired or rescinded permits or licenses.

Note that owned or leased tanks are subject to terms of lease and may require removal or abandonment.

Schedule 2.1(f)

Permits

**AMERIGREEN ENERGY INC
LIST OF STATE LICENSES**

<u>Electricity Supplier</u>	<u>Number</u>
Pennsylvania Public Utility Commission	A-2014-2451720
State of New York Department of Public Service	
<u>Electricity Brokerage</u>	
State of Delaware Public Service Commission	
State of Illinois Commerce Commission	
Commonwealth of Massachusetts Department of Public Utilities	EB-442
State of Maryland Public Service Commission	IR-3568
State of New Jersey	PA-0165 Private Aggreg EA-0318 Energy Agent EC-0101 Energy Consuls
Public Utilities Commission of the State of Ohio	18-1304E(1)
Public Utility Commission of Texas	
<u>Natural Gas Supplier</u>	
Commonwealth of Massachusetts Department of Public Utilities	RA-205
State of Maryland Public Service Commission	IR-3569
State of New Jersey	GSL-0124
Pennsylvania Public Utility Commission	A-2014-2451710
State of New York Department of Public Service	Brooklyn Union Gas Service Territory - National Grid NY Brooklyn Union Gas Service Territiry - National Grid NY Keyspan Gas East Service Territory - National Grid NY Orange & Rockland Utilities range & Rockland Utilities Consolidated Edison Company Consolidated Edison Company

Natural Gas Brokerage

Public Utilities Commission of the State of Ohio

18-651G(1)

Note: Transferability of the above licenses is subject to the rules of each state's utility commission. Some or all of the licenses may be non-transferrable and so reapplication to the state commission would be necessary for the buyer.

Schedule 2.1(g)

Intellectual Property Rights

All Intellectual Property including:

Patents, patent applications, patent rights, patent disclosures and inventions (whether or not patentable or reduced to practice)

Trademarks (registered and at common law), trademark registrations and applications, trade names, logos, trade dress, brand names, service marks (registered and at common law), service mark registrations and applications, websites, domain names and other indicia of source and all goodwill associated therewith

Works of authorship, copyrights, copyright registrations and applications for registration, and moral rights

Know-how, trade secrets, customer lists (including all wholesale, retail and commercial customer account lists, whether active or inactive including complete contact information), proprietary information, proprietary processes and formulas, databases and data collections

All source and object code, software (including front and back office software, customer management and fuel management systems, accounting and billing systems, POS inventory systems and fleet management systems), algorithms, architecture, structure, display screens, layouts, inventions and development tools

All documentation and media constituting, describing or relating to the above, including, manuals, memoranda and records.

Schedule 2.1(h)**Vehicles**

No.	VIN	Year	Make	Title Number	Owner
12	1FT7W2BT0BEA54209	2011	FORD	68788426801 WO	Worley and Obetz
13	1FTYR2CV6GKA85114	2016	FORD	75952610401 WO	Worley and Obetz
14	JL6BNG1A3CK004246	2012	MITSUBISHI	70777185402 WO	Worley and Obetz
15	3GNAXUEU8JS563348	2018	CHEVORLET	78444261701WO	Worley and Obetz
16	3C6TRVCD2EE123187	2014	RAM	74203430601 WO	Worley and Obetz
17	1C4RJFBM7EC310160	2014	JEEP	72720870601 WO	Worley and Obetz
18	3C6UR5NJ6HG547522	2017	DODGE	76794490101WO	Worley and Obetz
19	1J4GL48555W600525	2005	JEEP	61677819901WO	Worley and Obetz
20	WD0PE745085304790	2008	DODGE	67277253401 WO	Worley and Obetz
21	1FTRX18L11NA30958	2001	FORD	56181080502 WO	Worley and Obetz
22	1XPFD89X61N566239	2001	PETERBILT	55580038902 WO	Worley and Obetz
27	3BPNHD7X8WF462096	1998	PETERBILT	51600545903 WO	Worley and Obetz
28	1XP5DB9X54N831880	2004	PETERBILT	60382629901 WO	Worley and Obetz
29	1FT7W2B60FEC47217	2015	FORD	74330826401WO	Worley and Obetz
30	1FDWF36L2XED91611	1999	FORD	53376098902 WO	Worley and Obetz
32	1XP5D89X63N595660	2003	PETERBILT	58192412001 WO	Worley and Obetz
34	1XP5DB9X35N855225	2005	PETERBILT	61317391401 WO	Worley and Obetz
35	1XPFDU9X31N555808	2001	PETERBILT	54973076102 WO	Worley and Obetz
36	1FTH2423VHB77033	1997	FORD	51018722301 WO	Worley and Obetz
37	1FTSE3EL2BDA48285	2011	FORD	69232776001WO	Worley and Obetz
40	1FTSE3EL6BDA48287	2011	FORD	69232744101WO	Worley and Obetz
41	WA1LMAFEXFD024148	2015	AUDI	75035448401WO	Worley and Obetz
42	1XPFD89X01N561652	2001	PETERBILT	55424371002WO	Worley and Obetz
43	1C6RR7VM1FS612732	2015	DODGE RAM 1500		Worley and Obetz
44	1HTMKADN62H511291	2002	INTERNATIONAL	56486648301WO	Worley and Obetz
45	1XP5DB9X91N558325	2001	PETERBILT	56577248101WO	Worley and Obetz
46	2NPNHD7X02M575044	2002	PETERBILT	56948005901WO	Worley and Obetz
47	1C6RR7PM9FS575152	2015	RAM	74270937001WO	Worley and Obetz
48	1FMSU45P63E866794	2003	FORD	59770667603WO	Worley and Obetz
49	1XPWD49X2AD106075	2010	PETERBILT	67517054001WO	Worley and Obetz
50	1XPFDU9X7XN504479	1999	PETERBILT	53197517402WO	Worley and Obetz
51	2NPNHD7X11M561653	2001	PETERBILT	55673141402WO	Worley and Obetz
52	2NP3LJ9X3FM304907	2015	PETERBILT	NO TITLE	Worley and Obetz
53	1FTSE3EL4BDA48286	2011	FORD	69232764001WO	Worley and Obetz

54	3C6TRVCD4EE123627	2014	RAM	74210863501WO	Worley and Obetz
55	1D7HW48P27S144647	2007	DODGE	64307456601WO	Worley and Obetz
56	1FVHCYDJ86HW08598	2006	FREIGHTLINER	63012924701WO	Worley and Obetz
57	1C4RJFBM3FC716633	2015	JEEP	74852155101WO	Worley and Obetz
58	1FDXF46F82EB61326	2002	FORD	56984961001WO	Worley and Obetz
59	1XKW080X32J888526	2002	KENWORTH	58635449002 WO	Worley & Obetz Inc.
60	2NP2HN7X1DM186103	2013	PETERBILT	71314854701WO	Worley and Obetz
61	1GTHG39R921142233	2002	GMC	57070161501WO	Worley and Obetz
62	1C4RJFBM0EC310159	2014	JEEP	72720918701WO	Worley and Obetz
63	2NP2HN7X8DM179505	2013	PETERBILT	70803428701WO	Worley and Obetz
64	IXPWD49X4AD106076	2010	PETERBILT	67517345701WO	Worley and Obetz
65	IFDSF35S33EB39739	2003	FORD	58490271901WO	Worley and Obetz
66	1GYFK66878R167767	2008	CADILLAC	692732013802WO	Worley and Obetz
67	1FTYR2CVPGKA44573	2016	FORD	75792339501WO	Worley and Obetz
68	1M2AX07CPJM039692	2018	MACK	NO TITLE	Worley and Obetz
69	1M2AX07C0JM039693	2018	MACK	NO TITLE	Worley and Obetz
70	1FVHCYBS4BDAU7722	2011	FREIGHTLINER	69142353401WO	Worley and Obetz
72	WD0PD644565949677	2006	DODGE	63775825201WO	Worley and Obetz
73	1M1AA14Y4TW061280	1996	MACK	49589413002	Worley & Obetz Inc.
74	2NPLHD7X77M685006	2007	PETERBILT	63478910401WO	Worley and Obetz
75	NO VIN		ELEC. MOTORCYCLE	NO TITLE	Worley and Obetz
76	1XPHD49XXAD795405	2010	PETERBILT	67888559401WO	Worley and Obetz
78	1XP5DB9X37N668876	2007	PETERBILT	63693353701WO	
79	1FTSE3EL0BDA48284	2011	FORD	69232734701WO	Worley and Obetz
80	1FTFW1EF6DKD33776	2013	FORD	71546038401WO	Worley and Obetz
81	2NP3LJ9X4FM305239	2015	PETERBILT	NO TITLE	Worley and Obetz
82	VG6BAO9B1YB702396	2000	MACK	55029873603WO	Worley and Obetz
83	2NPLHN7X68M764366	2008	PETERBILT	65782090601WO	Worley and Obetz
84	2NP2HJ7X6HM409346	2017	PETERBILT	NO TITLE	Worley and Obetz
85	2NP2HJ7X4HM409345	2017	PETERBILT	NO TITLE	Worley and Obetz
86	1FMCU9EG3AKC81708	2010	FORD	68342709702WO	Worley and Obetz
87	1G1P75SZ6F7255795	2015	CHEVROLET	75664528001WO	Worley and Obetz
88	WVGEP9BP4DD001050	2013	VOLKSWAGEN	71794005201WO	Worley and Obetz
89	3C6TRVCD4EE123630	2014	RAM	74265170601WO	Worley and Obetz
90	WDOPE745285285613	2008	DODGE	66539537701WO	Worley and Obetz
91	WDOPE745485304789	2008	DODGE	67277246801WO	Worley and Obetz
92	1FTFW1ET5DKD12407	2013	FORD	73149607901WO	Worley and Obetz
93	1HTSG0005YH270796	2000	INTERNATIONAL	56829277002 WO	Worley and Obetz Inc.
94	WD2PD444755724901	2005	DODGE	61483617101 WO	Worley and Obetz Inc.
96	2NPLLZ9X87M693284	2007	PETERBILT	64553232301 WO	Worley and Obetz Inc.

97	1FMCU9GX1GUB28917	2016	FORD	75433916901 WO	Worley and Obetz Inc.
98	1FMCU9GX7GUB29571	2016	FORD	75582927001 WO	Worley and Obetz Inc.
99	1FTWE1EG1FFC83210	2015	FORD	75399456001 WO	Worley and Obetz Inc.
100	1FM5K8B83GGA41933	2016	FORD	75273144201 WO	Worley and Obetz Inc.
101	1NPALU0X26N884964	2006	PETERBILT	62703692302 WO	Worley and Obetz Inc.
102	2NPLHD7X85M865253	2005	PETERBILT	62473459802 WO	Worley and Obetz Inc.
103	1FVX6EDBXYLF06572	2000	FREIGHTLINER	55898071602 WO	Worley and Obetz Inc.
104	1FVX6EDBXXLA19161	1999	FREIGHTLINER	52853903802 WO	Worley and Obetz Inc.
105	5HTAB4327V7H61284	1997	HEIL	56081085301 WO	Worley and Obetz
105	1XP5DB9X5SN360410	1995	PETERBILT	47548035703 WO	Worley and Obetz Inc.
106	1C4RJFBM3FC100429	2015	JEEP	75612762501 WO	Worley and Obetz Inc.
107	1XP9DB9X9GP202830	1986	PETERBILT	44093177703 WO	Worley and Obetz Inc.
108	1HTAA1954EHA14441	1984	INTERNATIONAL	35726181702 WO	Worley and Obetz Inc.
109	3BPNHD7X1WF469035	1998	PETERBILT	51992584702 WO	Worley and Obetz Inc.
110	1XP5DB9X5VN387532	1997	PETERBILT	49949115005 WO	Worley and Obetz Inc.
111	1FTYR2CV4GKA44576	2016	FORD	75792086001 WO	Worley and Obetz Inc.
112	1FMCU9GD4HUAD847 2	2017	FORD	76235998701 WO	Worley and Obetz Inc.
113	2NP2HJ7X4EM241542	2014	PETERBILT	72894625201 WO	Worley and Obetz Inc.
114	3C6TRVCD8EE123629	2014	RAM	74210911301 WO	Worley and Obetz
115	WD0PE745185236936	2008	DODGE	65723947901 WO	Worley and Obetz Inc.
116	4P5L62023H3023913	2017	PJ	77569596501 WO	Worley and Obetz
117	1FTSE3EL88DA48288	2011	FORD	69232721401 WO	Worley and Obetz Inc.
118	1GCHG35RXY1237737	2000	CHEVROLET	5529365002 WO	Worley and Obetz Inc.
119	1EMCU9GD1HUD2412 2	2017	FORD	77329876701WO	Worley & Obetz Inc.
120	2NPRLNDX29M788250	2009	PETERBILT	66729081001 WO	Worley and Obetz Inc.
121	MOXUVGF080476	2010	JOHN DEERE	NO TITLE	Worley and Obetz
122	1HLA3A7B7C7H52109	1982	HEIL TRAILER	34426880502WO	Worley and Obetz
123	1FTZW2B61EEA27387	2014	FORD	72791138801 WO	Worley and Obetz Inc.
125	3BPNHD7X2WF469030	1998	PETERBILT	51992583402 WO	
126	1HTWNAZT47J381180	2007	INTERNATIONAL	65087359301 WO	
127	1FTPW14VW8FA68467	2008	FORD	66211444701WO	Worley and Obetz Inc.
128	5HTAB432X37H67271	2003	HEIL	58753659601 WO	Worley and Obetz
129	SHTAB432XB7H73398	2008	HEIL	65351351201 WO	Worley and Obetz Inc.
130	1E9BE26217E353763	2007	HAUL MASTER	65812309101 WO	Worley and Obetz
131	1C4RJFBM0FC767149	2015	JEEP	74433593401 WO	Worley and Obetz
132	5HTAB432X37H66816	2003	HEIL	58203491301 WO	Worley and Obetz
133	1G1FW6S08H4160004	2017	CHEVROLET	78013622002 WO	Worley and Obetz
134	5HTAB4426V7H61033	1997	HEIL	50307539102 WO	Worley and Obetz
135	1FVHCYBS9BDAU7893	2011	FREIGHTLINER	69142337601 WO	Worley and Obetz

136	2NP2HJ7XXEM241562	2014	PETERBILT	73264201601 WO	Worley and Obetz
137	1HTSCABM2TH302663	1996	INTERNATIONAL	49525537504 WO	Worley and Obetz
138	1FV6HFAA1SL629057	1995	FREIGHTLINER	48237495903 WO	Worley and Obetz
139	1HTSDAAN11H336467	2001	INTERNATIONAL	57939742903 WO	Worley and Obetz
140	1NPSL09X3BD116491	2011	PETERBILT	69456295001 WO	Worley and Obetz
141	2NP3LNOX2AM109116	2010	PETERBILT	67917155001 WO	Worley and Obetz
142	5HTAB442617H65058	2001	HEIL TRAILER	55597383902WO	Worley and Obetz
143	1NPNHD7X7XS480327	1999	PETERBILT	53986157903 WO	Worley and Obetz
144	1XPADU9X46N888486	2006	PETERBILT	63019821202 WO	Worley and Obetz
145	4J8T043241T003802	2001	FRUEHAUF	56534358501WO	Worley and Obetz
146	1FMCU9DG4AKC62912	2010	FORD	68326455601 WO	Worley and Obetz
147	1FDAF5HR6AEB09808	2010	FORD	68384531301 WO	Worley and Obetz
148	1FMCU9GX6GUA90133	2016	FORD	75272996101WO	Worley and Obetz
149	5HTAB4322A7H75099	2010	HEIL	67797830601 WO	Worley and Obetz
150	5HTAB4425X7H63066	1999	HEIL TRAILER	53156123502WO	Worley and Obetz
153	1XPWD49X1CD142620	2012	PETERBILT	69935640201 WO	Worley and Obetz
154	1XPWD49X5CD142619	2012	PETERBILT	69935772801 WO	Worley and Obetz
155	1FMCU9GX3GUA80448	2016	FORD	75273120201 WO	Worley and Obetz
156	1XPWDB9XXBD117508	2011	PETERBILT	69065086501 WO	Worley and Obetz
157	1HLA3A7F6S7H58050	1995	HEIL	47727448204 WO	Worley and Obetz
158	1NPSL09X1BD116490	2011	PETERBILT	69733761001 WO	Worley and Obetz
159	1GRAA9623HB117611	1987	GREAT DANE	39351608402 WO	Worley and Obetz
160	1FMCU9G9GUB19214	2016	FORD	75433844001WO	Worley and Obetz
161	2NP3MN9XXCM160398	2012	PETERBILT	70123258301 WO	Worley and Obetz
162	1FUJGPDR3CDBJ6237	2012	FREIGHTLINER	69987532601 WO	Worley and Obetz
163	1FUJGPDR5CDBJ6238	2012	FREIGHTLINER	69987533901 WO	Worley and Obetz
164	5HTAB4320A7H75098	2010	HEIL	NO TITLE	Worley and Obetz
165	1FUJGPDR7CDBJ6239	2012	FREIGHTLINER	69987534101 WO	Worley and Obetz
166	5HTAB4320C7H76108	2012	HEIL	69991663001 WO	Worley and Obetz
167	5HTAB4322C7H76109	2012	HEIL	69991672201 WO	Worley and Obetz
168	2H9AECHEF1CT002331	2012	HUTCHINSON	70224961901 WO	Worley and Obetz
169	5HTAB432757H68770	2005	HEIL	61758082201 WO	Worley and Obetz
170	2H9AECHEF2CT002332	2012	HUTCHINSON	70224948901 WO	Worley and Obetz
171	2HDAECHEF5CT002333	2012	HUTCHINSON	70290507501 WO	Worley and Obetz
172	SW136084PA		SP CONSTR	54136084201 MC	Worley and Obetz
173	5HTAB4421V7H60873	1997	HEIL TRAILER	49932174302WO	Worley and Obetz
174	1C4RJFBM4FC677289	2015	JEEP	74852203001WO	Worley and Obetz
175	5NHUCCV265N044399	2005	CONTINENTAL	70153771001 WO	Worley and Obetz
176	5HTAB432877H71728	2007	HEIL	63872821701 WO	Worley and Obetz

177	NO VIN NUMBER	NO YEAR	HYSTER	NO TITLE	Worley and Obetz
178	5HTAB432X77H71729	2007	HEIL	63950336501 WO	Worley and Obetz
179	1XPWD49X3CD142621	2012	PETERBILT	71183409401 WO	Worley and Obetz
180	1HLA3A7FXR7H57204	1994	HEIL	46504276603 WO	Worley and Obetz
181	3C6JR7ET6EG127240	2014	RAM	72942113701 WO	Worley and Obetz
182	3GNAXUFU8JS545903	2018	CHEVROLET	78342947301WO	Worley and Obetz
183	5HTAB4420T7H59159	1996	HEIL	49069392604 WO	Worley and Obetz
184	1HLA3A7F7S7H58901	1995	HEIL	48152551403 WO	Worley and Obetz
185	1FMCU9GDSHUD2412 4	2017	FORD	77369538201 WO	Worley and Obetz
186	1FDUFSHT4DEB54033	2013	FORD	72373570401 WO	Worley and Obetz
187	1XPWDP9X2ED236428	2014	PETERBILT	NO TITLE	Worley and Obetz
188	1XPWDP9X5ED238464	2014	PETERBILT	NO TITLE	Worley and Obetz
189	3AKJGND10EDFT8496	2014	FREIGHTLINER	NO TITLE	Worley and Obetz
190	5HTAB4329E7H79298	2014	HEIL	NO TITLE	Worley and Obetz
191	5HTAB4320E7H79299	2014	HEIL	No Title	Worley and Obetz
192	5HTAB4321E7H79456	2014	HEIL	No Title	Worley and Obetz
193	4P5B61829E3008905	2014	PJ	75532623101 WO	Worley and Obetz
194	1TC950RGJET020007	2014	John Deere	No Title	Worley and Obetz
195	5HTAM4529C7H76423	2012	HEIL	73869848403 WO	Worley and Obetz Inc.
196	5HTAM4520C7H76424	2012	HEIL	73869841503 WO	Worley and Obetz Inc.
197	1GCGG25V271107808	2007	CHEVROLET	63782279004 WO	Worley and Obetz
199	1GCHG35U741242800	2004	CHEVROLET	68743200203 WO	Worley and Obetz Inc.
200	4U01C12122A011119	2002	CARGO	58069425203 WO	Worley and Obetz Inc.
202	1FD8X3H67JEB66427	2018	FORD F-350 SUPERCAB		Worley and Obetz Inc.
203	1FD8X3H67JEB66428	2018	FORD F-350 SUPERCAB		Worley and Obetz Inc.
205	4V1VDBPE3SN705034	1995	WHITE GMC	55195556402 WO	Worley and Obetz
206	4V4JDBGF1TR839058	1996	VOLVO	48737802203 WO	Worley and Obetz
207	4V4JDBCF4TR839071	1996	VOLVO	48737964103 WO	Worley and Obetz
208	1FV6HFBA8SL648719	1995	FREIGHTLINER	62043060502 WO	Worley and Obetz
209	4VG7DARJEW755084	1998	VOLVO	62085849902 WO	Worley and Obetz
210	4VG7DARJXXN786608	1999	VOLVO	62420958802 WO	Worley and Obetz
211	4V4ND2RH2YN241933	2000	VOLVO	62576648902 WO	Worley and Obetz
213	4V4ND2RH4YN796107	2000	VOLVO	62735668102 WO	Worley and Obetz
214	4V4ND2RH0YN796105	2000	VOLVO	62735727702 WO	Worley and Obetz
215	4V4ND2RH2YN796106	2000	VOLVO	62793843202 WO	Worley and Obetz
216	1FTYR2CM5GKB30230	2016	FORD	76328540001 WO	Worley and Obetz
217	4VG7DARH6XN778423	1999	VOLVO	63420746202 QO	Worley and Obetz

218	1FUJGEDR4HLHZ7414	2017	FREIGHTLINER	NO TITLE	Worley and Obetz
219	1FUJGEDR6HLHZ7415	2017	FREIGHTLINER	NO TITLE	Worley and Obetz
220	1M1AW07Y8HM08228 6	2017	MACK	NO TITLE	Worley and Obetz
221	1W9P14323GM350051	2016	WESTMOR	NO TITLE	Worley and Obetz
222	UNT007703	1980	FRUEHAUF	50961419002 WO	Worley and Obetz
223	1PMA24321V5001229	1997	POLAR	61742294302 WO	Worley and Obetz
224	5HTAB4320H7081972	2017	HEIL	NO TITLE	Worley and Obetz
225	10BEA9236HF0D4608	2016	BEALL TRAILER	NO TITLE	Worley and Obetz
227	1ETVR2CM4HKB43259	2017	FORD	NO TITLE	Worley and Obetz
228	1XPCD49X1KD261365	2019	PETERBILT 567		Worley and Obetz
229	1XPCD49X3KD261366	2019	PETERBILT 567		Worley and Obetz
238	5HTSA4323K7601502	2019	HEIL TANK TRAILER		Worley and Obetz
239	5HTSA4323K7601503	2019	HEIL TANK TRAILER		Worley and Obetz
242	2HSCEAPR45C029758	2005	INTERNATIONAL	60848603302WO	Worley and Obetz
243	3AKJGND12GDGX3465	2016	FREIGHTLINER	NO TITLE	Worley and Obetz
244	1C4RJFBM8FC796401	2015	JEEP	74852303601WO	Worley and Obetz
245	1FTNM21P03EB6036	2003	FORD	72123328002WO	Worley and Obetz
246	1B7KM2688LS711430	1990	DODGE	42932918707WO	Worley and Obetz
248	5HTAM452477L72688	2007	HEIL TRAILER	75741011601WO	Worley and Obetz
249	1GB0GRFG5G1309296	2016	CHEVROLET	77945784602WO	Worley and Obetz
252	HW13929	1979	DORSEY TRAILER	56022290603WO	Worley and Obetz
253	1TKC02421HM038953	1987	TRAIL KING	69539336302WO	Worley and Obetz
254	1FDWE3FL2DDA85254	2013	FORD	72476003402WO	Worley and Obetz
255	1FUJGED57GLGX4492	2016	FREIGHTLINER	NO TITLE	Worley and Obetz
256	1FUJGED57GLGX4493	2016	FREIGHTLINER	NO TITLE	Worley and Obetz
257	5HTAB4321F7H80771	2015	HEIL TRAILER	NO TITLE	Worley and Obetz
258	5HTAB4323F7H80772	2015	HEIL TRAILER	NO TITLE	Worley and Obetz
259	5HTAB4325F7H80773	2015	HEIL TANK TRAILER	NO TITLE	Worley and Obetz
260	2HSFHASRXXC031142	1999	INTL	52742318001 SH	Worley and Obetz Inc.
261	2HSCHAER32C238246	2002	INTL	56915409002 SH	Worley and Obetz Inc.
262	2HSCAPR37C432012	2007	INTL	68890883001 SH	Worley and Obetz Inc.
263	3HSCUAPR0AN243190	2010	INTERNATIONAL	67651633902 SH	Worley and Obetz Inc.
264	3HSDMAPR6FN572598	2015	INTERNATIONAL	74271227001 MY	Worley and Obetz Inc.
265	2HSCZAPR7AC168576	2010	INTERNATIONAL	66843032002 MY	Worley and Obetz Inc.
266	3HSCXAPR5GN276413	2016	INTERNATIONAL	76327313201 MY	Worley and Obetz Inc.
270	5HTAM442517H64994	2001	HEIL	66738761801 SH	Worley and Obetz Inc.
271	5HTAM432227H66690	2002	HEIL	67785277301 SH	Worley and Obetz Inc.
272	5HTAM432027H66686	2002	HEIL	68367796301 SH	Worley and Obetz Inc.

273	5HTAM4527C7H76517	2012	HEIL	70246154501 SH	Worley and Obetz Inc.
274	5HTAM4524D7H77691	2013	HEIL	71470522501 SH	Worley and Obetz Inc.
275	5HTAM4525E7H79273	2014	HEIL	72444974001 SH	Worley and Obetz Inc.
276	5HTAB452317H64593	2001	HEIL	73438147002 SH	Worley and Obetz Inc.
TRK-11	1FTYR2CV2GKA44575	2016	FORD	75792386001 WO	Worley and Obetz
TRK-24	2NPLHD7X57M685005	2007	PETERBILT	63478937201 WO	Worley and Obetz
TRK-25	1FTYR2CV0GKA44574	2016	FORD	75792237301 WO	Worley and Obetz
TRK-26	2NPLHD7X27M698200	2007	PETERBILT	63737176601 WO	Worley and Obetz
TRK-31	WD0PE745X85236935	2008	DODGE	65729840301 WO	Worley and Obetz
TRL-124	1FTFX1EF4GFB61435	2016	FORD	76328568101 WO	Worley and Obetz
	1GRAA902XCB062401	1982	GREAT DANE TRLR	58476978902WO	Worley and Obetz
	BB5142692	1932	FORD	36614733802	Worley & Obetz Inc.
95	SALGS2RK2JA383212	2018	LAND ROVER	78895829001WO	Worley & Obetz Inc.
V-1	1C4RJFBMXFC112982	2015	JEEP	75819713601AM	AMERIGreen
V-2	1FMCU9GX5GUA48830	2016	FORD	75695910401AM	AMERIGreen
V-3	1J4PR4GK8AC108380	2010	JEEP	71951298802AM	AMERIGreen
V-4	1FMCU9G96GUC49962	2016	FORD	75829655501AM	AMERIGreen
V-6	1J4PR4GK4AC143515	2010	JEEP	72003492303AM	AMERIGreen
V-7	1C4RJFCM8EC384850	2014	JEEP	73330270501AM	AMERIGreen
V-9	1C4RJFBM5EC315793	2014	JEEP	74598477602AM	AMERIGreen
V-10	3FRNF6FC1BV411137	2011	FORD	76340525901AM	AMERIGreen
V-11	1GNSKCKC8FR505906	2015	CHEVROLET	75966360001AM	AMERIGreen
V-12	1C4RJFBM2EC521444	2014	JEEP	77909543502AM	AMERIGreen
500	1FV6HJBAXXHA93594	1999	FREIGHTLINER F70	TRUCK FOR AVONDALE TRANSLOADER	AMG Propane
501	431FS2529X1000515	1999	CROSS COUNTRY TRAILER	TRAILER FOR AVONDALE TRANSLOADER	AMG Propane

Schedule 2.2(f)

Wo-Go Stations Tangible Personal Property

WOGO & PACIFIC PRIDE DIVISIONS

Description

Retail fueling stations (unmanned) for use by customers who have cards that are on the respective networks.

Main office operations were from 202 Greenfield Road, Lancaster, PA (NO LONGER AVAILABLE)

Leases Included: 1634 W. Main St, Ephrata, PA (Charles Rutt)
101 E. Cherry St, Elizabethtown, PA (Lime Ridge Farm)
854 S. 16th St, Harrisburg, PA (Scheler Realty)

Includes Franchise Agreement with Pacific Pride Services, LLC

Locations: Manheim WoGo - 35 Doe Run Road, Manheim, PA (LEASED)
Lititz WoGo - 746 Rothsville Road, Lititz, PA (OWNED)
Ephrata WoGo/Pacific Pride - 1634 West Main Street, Ephrata, PA (LEASED)
Greenfield WoGo/Pacific Pride - 202 Greenfield Road, Lancaster, PA (LEASED)
Mount Joy Pacific Pride - 30 Orchard Road, Mount Joy, PA (OWNED)
Elizabethtown Pacific Pride - 101 East Cherry Street, Elizabethtown, PA (LEASED)
Harrisburg WoGo - 854 South 16th Street, Harrisburg, PA (LEASED)

All pumps, tanks and other equipment utilized in the operations of the Cardlock divisions, including remaining fuel inventory

Access to applicable Cardlock software systems for customer information

Trucks:

No.		Description		VIN
23	2014	RAM PROMASTER	WOGO OPS VAN	3C6TRVCD6EE123628
151	2002	DODGE VAN	WOGO OPS VAN - SPARE	2B7JB21Y92K110755

Any and all Intellectual Property relating to Wo-Go.

Schedule 3.5

Required Consents

The following agreements require written consent:

1. Lease Agreement between Worley & Obetz, Inc. and 202 Greenfield LP dated August 30, 2013
2. DEP Grant Agreement between Worley & Obetz, Inc. and the Commonwealth of Pennsylvania, Department of Environmental Protection, Office of Pollution Prevention and Energy Assistance
3. Lease Agreement between 333 Sylvan Avenue, LLC and AmeriGreen Energy, Inc. dated April 26, 2013
4. Lease Agreement between 333 Sylvan Avenue, LLC and AmeriGreen Energy, Inc. dated April 22, 2015
5. Commercial Lease Agreement between Lyons & Obetz and AmeriGreen dated April 1, 2014
 - a. AmeriGreen has the right to assign the lease to a corporation with which AmeriGreen may merge or consolidate, to any subsidiary of AmeriGreen, to any corporation under common control with AmeriGreen or to a purchaser of substantially all of AmeriGreen's assets without consent.
6. Commercial Lease Agreement between Lyons & Obetz and AmeriGreen dated July 1, 2011
 - a. AmeriGreen has the right to assign the lease to a corporation with which AmeriGreen may merge or consolidate, to any subsidiary of AmeriGreen, to any corporation under common control with AmeriGreen or to a purchaser of substantially all of AmeriGreen's assets without consent.
7. Lease Agreement between RZ Realty, LP and AmeriGreen Energy, Inc. dated November 25, 2014
 - a. AmeriGreen Energy, Inc. has the right to assign the lease to an affiliate or successor by reason of merger, consolidation, asset or stock acquisition without consent.
8. Equipment Lease Agreement between Elbow River Marketing USA LTD and AmeriGreen Propane, LLC dated July 1, 2017
9. Biodiesel Terminal Storage and Thru Put Agreement between Westmore Fuel Co., Inc, and AmeriGreen Energy dated October 30, 2014
 - a. AmeriGreen has the right to assign to an affiliate or subsidiary without consent.
10. Propane Throughput Agreement between AmeriGreen Energy and Boyle Energy
 - a. Agreement states that Boyle Energy may assign without prior written consent, implying that AmeriGreen Energy cannot because the agreement can only be amended by written consent.
11. Thruput Agreement between General Bangtson LLC and AmeriGreen Energy, Inc.
12. Lease Agreement between Buckeye Energy Services, LLC and Worley & Obetz Inc. dated June 28, 2017
13. Lease Agreement between Buckeye Terminals, LLC and Worley & Obetz Inc. dated September 19, 2014

12. ~~14.~~ Lease Agreement between Crowe Realty, LLC and Worley & Obetz dated September 8, 2005
13. ~~15.~~ Lease Agreement between Crowe Realty, LLC and Worley & Obetz dated October 1, 2010
14. ~~16.~~ Lease and Purchase Agreement between Crowe Realty, LLC and Worley & Obetz dated September 9, 2010
15. ~~17.~~ Commercial Lease Agreement between Doe Run Road LLC and Worley & Obetz Inc. dated January 1, 2012
- a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
16. ~~18.~~ Commercial Lease Agreement between Doe Run Road LLC and Worley & Obetz Inc. dated June 1, 2012
- a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
17. ~~19.~~ Commercial Lease Agreement between Doe Run Road LLC and Worley & Obetz Inc. dated September 1, 2011
- a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
18. ~~20.~~ Agreement between H. L. Wiker, Inc. and Worley & Obetz, Inc. dated August 2008
- a. Even if written consent is granted, Worley & Obetz is still liable for payment of all terms, conditions, and covenants.
19. ~~21.~~ Lease Agreement between H. L. Wiker, Inc. and Worley & Obetz, Inc. dated January 16, 2008
- a. Even if written consent is granted, Worley & Obetz is still liable for payment of all terms, conditions, and covenants.
20. ~~22.~~ Lease Agreement between J. W. Bishop Properties, LLC and Worley & Obetz, Inc. dated March 4, 2013
21. ~~23.~~ Commercial Lease Agreement between Lester R. Summers, Inc. and Worley & Obetz Inc. dated July 1, 2015
22. ~~24.~~ Commercial Lease Agreement between Lester R. Summers, Inc. and Worley & Obetz Inc. dated September 1, 2016
23. ~~25.~~ Commercial Lease Agreement between Lyons & Obetz and Worley & Obetz Inc. dated September 1, 2016 (41 Doe Run Road)
- a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
24. ~~26.~~ Commercial Lease Agreement between Lyons & Obetz and Worley & Obetz Inc. dated September 1, 2016 (55 Doe Run Road)

- a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
- 25. ~~27.~~ Commercial Lease Agreement between Lyons & Obetz and Worley & Obetz Inc. dated September 1, 2009
 - a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
- 26. ~~28.~~ Commercial Lease between Obetz Enterprises and Worley & Obetz Inc. dated April 24, 1997
- 27. ~~29.~~ DEP Grant Agreement Worley & Obetz, Inc. and the Commonwealth of Pennsylvania, Department of Environmental Protection, Office of Pollution Prevention and Energy Assistance dated July 6, 2017
- 28. ~~30.~~ Operating Agreement of PJM Interconnection, LLC (to which AmeriGreen Energy, Inc. is a member)
 - a. The rights and obligations created by the Agreement shall inure to and bind the successors and assigns of AmeriGreen; provided, however, that the rights and obligations of AmeriGreen hereunder shall not be assigned without the approval of the Members Committee except as to a successor in operation of AmeriGreen's electric operating properties by reason of a merger, consolidation, reorganization, sale, spin-off, or foreclosure, as a result of which substantially all such electric operating properties are acquired by such a successor, and such successor becomes a Member.
- 29. ~~31.~~ Product Sales Agreement between UGI Energy Services, LLC and AmeriGreen Energy, Inc. dated May 19, 2014
 - a. If AmeriGreen is assigning the agreement to an affiliate (who's creditworthiness is comparable to or higher than that of the AmeriGreen), or assigning the agreement to any person or entity succeeding to all or substantially all of the assets of the AmeriGreen, then only written notice is required.
- 30. ~~32.~~ Propane Throughput Agreement between AmeriGreen Energy, Inc. and UGI Energy Services, LLC dated May 1, 2014
 - a. Agreement states that UGI Energy Services, LLC may assign without prior written consent, implying that AmeriGreen Energy, Inc. cannot because the agreement can only be amended by written consent.
- 31. ~~33.~~ Propane Throughput Agreement between AmeriGreen Energy, Inc. and UGI Energy Services, LLC dated May 1, 2015
 - a. Agreement states that UGI Energy Services, LLC may assign without prior written consent, implying that AmeriGreen Energy, Inc. cannot because the agreement can only be amended by written consent.
- 32. ~~34.~~ Propane Throughput Agreement between AmeriGreen Energy, Inc. and UGI Energy Services, LLC dated May 1, 2016
 - a. Agreement states that UGI Energy Services, LLC may assign without prior written consent, implying that AmeriGreen Energy, Inc. cannot because the agreement can only be amended by written consent.

- ~~33.~~ 35. Propane Throughput Agreement between AmeriGreen Energy, Inc. and UGI Energy Services, LLC dated June 1, 2017
- a. Agreement states that UGI Energy Services, LLC may assign without prior written consent, implying that AmeriGreen Energy, Inc. cannot because the agreement can only be amended by written consent.
- ~~34.~~ 36. Propane Throughput Agreement between AmeriGreen Energy, Inc. and UGI Energy Services, LLC dated May 3, 2018
- a. Agreement states that UGI Energy Services, LLC may assign without prior written consent, implying that AmeriGreen Energy, Inc. cannot because the agreement can only be amended by written consent.
- ~~35.~~ 37. Propane Throughput Agreement between AmeriGreen Energy and RF Ohl Fuel Oil, Inc. dated July 1, 2014
- a. Agreement states that RF Ohl Fuel Oil, Inc. may assign without prior written consent, implying that AmeriGreen Energy, Inc. cannot because the agreement can only be amended by written consent.
- ~~36.~~ 38. Propane Throughput Agreement between AmeriGreen Propane LLC and RF Ohl Fuel Oil, Inc. dated July 1, 2017
- a. Agreement states that RF Ohl Fuel Oil, Inc. may assign without prior written consent, implying that AmeriGreen Energy, Inc. cannot because the agreement can only be amended by written consent.
- ~~37.~~ 39. Lease Agreement between Rohrer's Quarry and Worley & Obetz dated June 1, 2014
- ~~38.~~ 40. Commercial Lease Agreement between Seth Obetz and Worley & Obetz Inc. dated January 1, 2010
- a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
- ~~39.~~ 41. Commercial Lease Agreement between Seth Obetz and Worley & Obetz Inc. dated January 1, 2011
- a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
- ~~40.~~ 42. Commercial Lease Agreement between Seth Obetz and Worley & Obetz Inc. dated September 1, 2012
- a. Worley & Obetz Inc. has the right to assign the lease to a corporation with which Worley & Obetz may merge or consolidate, to any subsidiary of Worley & Obetz, to any corporation under common control with Worley & Obetz, or to a purchaser of substantially all of Worley & Obetz's assets without consent.
- ~~43.~~ Biodiesel Storage & Marketing Agreement between AmeriGreen Energy, Inc. and Buckeye Terminals, LLC dated October 1, 2012
- a. ~~Written consent is not needed for an assignment to an affiliate, a successor of all or substantially all of the assignor's business and assets, or any entity that the assignor merges into or consolidates with. However, an assignment to an affiliate will not relieve the transferor of any of its obligations.~~
- ~~41.~~ 44. Agreement between IPT, LLC and AmeriGreen Energy Inc. (January 2012)

- a. Written consent is not needed for an assignment to one or more of the assignor's wholly owned corporate affiliates or subsidiaries or to a successor of all or of substantially all of the assignor's entire business and assets or to a corporation which assignor merges into or consolidates with. However, an assignment to a corporate affiliate or subsidiary will not relieve the assignor of any of its obligations.

42. ~~45.~~ Agreement between IPT, LLC and AmeriGreen Energy Inc. (July 2012)

- a. Written consent is not needed for an assignment to one or more of the assignor's wholly owned corporate affiliates or subsidiaries or to a successor of all or of substantially all of the assignor's entire business and assets or to a corporation which assignor merges into or consolidates with. However, an assignment to a corporate affiliate or subsidiary will not relieve the assignor of any of its obligations.

43. ~~46.~~ Agreement between IPT, LLC and AmeriGreen Energy Inc. (November 2014)

- a. Written consent is not needed for an assignment to one or more of the assignor's wholly owned corporate affiliates or subsidiaries or to a successor of all or of substantially all of the assignor's entire business and assets or to a corporation which assignor merges into or consolidates with. However, an assignment to a corporate affiliate or subsidiary will not relieve the assignor of any of its obligations.

44. ~~47.~~ Agreement between IPT, LLC and AmeriGreen Energy Inc. (November 2016)

- a. Written consent is not needed for an assignment to one or more of the assignor's wholly owned corporate affiliates or subsidiaries or to a successor of all or of substantially all of the assignor's entire business and assets or to a corporation which assignor merges into or consolidates with. However, an assignment to a corporate affiliate or subsidiary will not relieve the assignor of any of its obligations.

45. ~~48.~~ Agreement between IPT, LLC and AmeriGreen Energy Inc. (November 2017)

- a. Written consent is not needed for an assignment to one or more of the assignor's wholly owned corporate affiliates or subsidiaries or to a successor of all or of substantially all of the assignor's entire business and assets or to a corporation which assignor merges into or consolidates with. However, an assignment to a corporate affiliate or subsidiary will not relieve the assignor of any of its obligations.

46. ~~49.~~ Tank Storage Agreement between Colmar Terminal, Inc. and AmeriGreen, Inc. dated February 19, 2014

- a. Written consent is not needed for a merger, consolidation, or transfer of all of the transferor's assets for valid business purposes (other than the avoidance of obligations under the agreement).

47. ~~50.~~ Terminalling Agreement between AmeriGreen Energy and Arc Terminals Pennsylvania Holdings LLC dated July 25, 2016

- a. AmeriGreen Energy may assign the agreement to an affiliate, but it will still be liable for the obligations.

48. ~~51.~~ Terminal Services Agreement between Plains Products Terminals LLC and AmeriGreen Energy Inc. dated May 1, 2010

- a. AmeriGreen Energy may assign the agreement to an affiliate or subsidiary upon 10 days prior written notice, but it will still be liable for the obligations.
- 49. ~~52.~~ **Product Terminal Services Agreement between Sunoco Partners Marketing & Terminals and AmeriGreen dated November 21, 2014**
 - a. Written consent is not needed for an assignment to one or more of the assignor's affiliates or subsidiaries, or to a successor of all or of substantially all of the assignor's business and assets or to a corporation which assignor merges into or consolidates with. However, an assignment will not relieve the assignor of any of its obligations.
- 50. ~~53.~~ **Biodiesel Terminal Storage and Thru Put Agreement between Windsor Fuel Co., Inc. and AmeriGreen Energy dated August 1, 2015**
 - a. AmeriGreen Energy may assign the agreement to an affiliate or subsidiary.
- 51. ~~54.~~ **Terminal Throughput Agreement between Fred M. Schildwachter & Sons, Inc. and AmeriGreen Energy, Inc. dated November 9, 2015**
- 52. ~~55.~~ **Terminal Throughput Agreement between Fred M. Schildwachter & Sons, Inc. and AmeriGreen Energy, Inc. dated September 2014**
- 53. ~~56.~~ **Master Agreement between Vendor Services Group and Worley & Obetz (December 2016)**
- 54. ~~57.~~ **Lease Agreement between Waverly Trade Center, LLC and Worley & Obetz dated May 1, 2013**
- 55. ~~58.~~ **Lease Agreement between H. C. Rineer Sons Partnership ("Landlord") and Worley & Obetz dated May 30, 2006**
 - a. Worley & Obetz remains liable to H. C. Rineer unless otherwise agreed to in writing by H. C. Rineer.
- 56. ~~59.~~ **Non-Exclusive Fee Agreement between Ecova, Inc. and AmeriGreen Energy, Inc. dated August 19, 2013**
- 57. ~~60.~~ **Channel Partner Agreement between Agera Holdings LLC and AmeriGreen Energy, Inc. [2017]**
- 58. ~~61.~~ **Confidential Marketing Agreement between EnerPenn USA, LLC and AmeriGreen Energy, Inc.**
 - a. Confidentiality Agreement between EnerPenn USA, LLC and AmeriGreen Energy, Inc. attached as Exhibit A
- 59. ~~62.~~ **Non-Exclusive Fee Agreement between AmeriGreen and South Jersey Energy Company [2014]**
- 60. ~~63.~~ **Independent Contractor Agreement between AmeriGreen Energy, Inc. and NextEra Energy Services, LLC**
- 61. ~~64.~~ **Broker Agreement between AmeriGreen Energy, Direct Energy Business, LLC, and Direct Energy Business Marketing, LLC [2015]**
- 62. ~~65.~~ **Broker Agreement between AmeriGreen Energy and Energy Service Providers, Inc. dated October 6, 2015**
- 63. ~~66.~~ **Agent Services Agreement between Supreme Energy Inc. and AmeriGreen Energy, Inc.**
- 64. ~~67.~~ **Master Broker Agreement between AmeriGreen Energy, Inc. and Constellation NewEnergy, Inc., Constellation Energy Services, Inc., and Constellation Energy Services of New York, Inc.**

- 65. 68.Sales Agent Agreement between AmeriGreen Energy and U.S. Energy Partners LLC dated March 21, 2018**
- 66. 69.Brokerage Agreement between New York Energy Inc. and AmeriGreen Energy, Inc. dated May 24, 2018**
- 67. 70.Customer Referral Agreement between AmeriGreen Energy, Inc. and Mint Energy, LLC**
- 68. 71.Broker Agreement between AmeriGreen Energy, Inc. and TriEagle Energy, LP dated December 11, 2013**
- 69. 72.Payment Remittance Agreement between AmeriGreen Energy, Inc. and AP Gas & Electric (TX), LLC dated December 22, 2017**
- 70. 73.Broker Agreement between AmeriGreen Energy, Inc. and FPP Holdings, LLC dated October 12, 2016**
- 71. 74.Commodity Broker Agreement between AmeriGreen Energy, Inc. and Source Power & Gas LLC dated December 14, 2017**
- 72. 75.Commercial Sales Partnership Agreement between AmeriGreen Energy, Inc. and SFE Energy Inc.**
- 73. 76.Broker Agreement between AmeriGreen Energy, Inc. and Freepoint Energy Solutions LLC dated May 3, 2018**
- 74. 77.Sourcing Fee Agreement between AmeriGreen Energy, Inc. and Infinite Energy dated January 12, 2017**
- 75. 78.Agent Agreement between AmeriGreen Energy, Inc. and Spark Energy Gas, LLC**

The following agreements require approval, but it does not need to be written:

1. Franchise Agreement for a Pacific Pride Commercial Fueling System Territory between Pacific Pride Services, LLC and Worley & Obetz Inc.

The following agreements contain restrictions on sharing information and thus approval should be obtained:

1. Non-Disclosure Agreement between Mansfield Oil Company of Gainesville, Inc. and AmeriGreen Energy, Inc. dated July 28, 2017
2. Confidentiality Agreement between Elbow River Marketing LTD. and AmeriGreen Propane, LLC
3. Non-Disclosure Agreement between Superior Gas Liquids and AmeriGreen Propane, LLC
4. Confidentiality and Non-Disclosure Agreement (Letter form) between United Metro Energy Corp. and AmeriGreen Energy dated July 20, 2017
5. Confidentiality and Non-Disclosure Agreement (Letter form) between IPC(USA), Inc. and AmeriGreen Energy, Inc. dated January 2, 2018
6. Confidentiality Agreement between U.S. Venture Inc. and AmeriGreen Energy, Inc.
7. **Mutual Confidentiality Agreement between Summit Energy Services, Inc. and AmeriGreen Energy, Inc.**

Schedule 3.6

Litigation

None.

Schedule 3.7

Permits

None.

Schedule 3.10

Environmental Matters

None.

Schedule 3.11

Real Property

None.

Schedule 3.12

Employment Matters

- Worley & Obetz, Inc. 401k Plan
- Robert H. Ranck, Inc. 401k Plan – assumed on sale of Ranck Plumbing Heating & Air Conditioning, Inc.
- Worley & Obetz, Inc. Health Plan
- Amerigreen Energy, Inc. Health Plan – terminated for non-payment effective June 30, 2018

Schedule 3.15

Insurance

WORLEY & OBETZ, INC.

Updated 6/6/18

2018

CASUALTY/SUMMIT:

Underwritten By: Old Republic/Effective 2/1/2018-19

Workers Compensation	\$	1,000,000	Accident/Disease/Employee
	\$	15,000,000	Payroll Projection
General Liability	\$	1,000,000	Occurrence
	\$	2,000,000	Aggregate
	\$	1,000,000	Employee Benefits Liability
			Sales
	\$	537,500,000	Projection
Automobile	\$	1,000,000	Bodily Injury/Property Damage Liability
		\$250 and \$500	Comprehensive/Collision Deductibles
	\$	1,000	Tractor Deductibles
		284	Total Vehicles

UMBRELLA:

Underwritten By: Allied World/Effective 2/1/2018-19

\$	15,000,000	Occurrence/Aggregate
\$	10,000	Retention

XS AUTO UMBRELLA:

Underwritten By: Endurance/Effective 2/1/2018-19

\$	4,000,000	Occurrence/Aggregate
\$	-	Retention

POLLUTION:

Underwritten By: Chubb/Ace American/Effective 2/1/2018-20

\$	4,000,000	Aggregate Program
\$	4,000,000	Occurrence
\$	50,000	Deductible

EXECUTIVE PROTECTION:

Underwritten By: Travelers/Effective 2/1/2018-19

\$	2,000,000	Fiduciary
\$	2,000,000	Employment Practices
		Employee
\$	50,000	Theft
\$	1,000,000	Cyber Liability - added to this policy 2/1/17
\$	1,000,000	Third Party

PROPERTY:

Underwritten By: XL Insurance/Effective 2/1/2018-19

\$	25,517,929	Property Limits
		Business
\$	5,000,000	Income
\$	2,500,000	Earthquake
\$	1,000	Property Deductible
\$	25,000	Earthquake Deductible
\$	50,000	Motor Truck Cargo/Filings Included

	\$	25,000	Installation	
	\$	87,900	Contractors Equipment	
	\$	1,700,000	Electronic Data Processing	
BOILER & MACHINERY:	Underwritten By: Travelers/Effective 2/1/2018-19			
	\$	24,982,032	Property Limit	
	\$	5,000,000	Business Interruption	
	\$	2,500	Deductible	
McConkey Service Fee	\$	500	Per Month 2/1/18-19	
PERSONAL UMBRELLAS:	Effective 7/1/17-18			
	\$	5,000,000	Jeff Lyons	CHUBB

Amerigreen Energy, Inc.**Coverages****2-1-2018****Property (including floaters)**

Limits	\$	6,155,500
Premium (Incl. Tax/Fee)	\$	13,365

General Liability

Gallons	\$	60,000,000
Sales (Lube)	\$	200,000
Premium	\$	52,447

Automobile

# of Units	\$	15
Premium	\$	15,409

Workers' Compensation

Payroll	\$	2,775,000
Premium	\$	9,966

Umbrella

Limit	\$	3,000,000
Premium	\$	12,198

McConkey Energi Fee**\$ 9,751**

Executive Protection

D&O & EPL

Limit \$ 1,000,000

Premium \$ 10,339

Pollution

2/1/18 to 2/1/19

Limit \$ 2,000,000

Premium \$ 20,770

Credit Insurance - 11-30-17/18

\$ 26,208

All policies are paid in full

\$ 170,453

Comparison Details	
Title	compareDocs Comparison Results
Date & Time	9/17/2018 6:42:35 PM
Comparison Time	3.88 seconds
compareDocs version	v4.3.200.37

Sources	
Original Document	[ACTIVE][#64374627] [v1] Worley & Obetz - Diesel Direct Asset Purchase Agreement.docx
Modified Document	[ACTIVE][#64374627] [v4] Worley & Obetz - Diesel Direct Asset Purchase Agreement.docx

Comparison Statistics	
Insertions	58
Deletions	43
Changes	82
Moves	12
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	195

Word Rendering Set Markup Options	
Name	Standard with bold for redlining
<u>Insertions</u>	
Deletions	
<u>Moves / Moves</u>	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	TrackChanges
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True